



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | vi.williamsbay.wi.gov

Phone: 262-245-2700

NOTICE

VILLAGE BOARD OF TRUSTEES MEETING

MONDAY, FEBRUARY 16, 2026 AT 6:30 PM

**Williams Bay School - Auditorium
(South Building Entrance & Parking Lot)
500 West Geneva Street
Williams Bay, WI 53191**

The meeting will be live-streamed on the Village of Williams Bay's YouTube, which can be found here: <https://youtube.com/live/7952gwFelqs?feature=share>

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Meeting Decorum

- A.** Meeting Decorum. *According to Robert's Rules of Order, meeting decorum means maintaining respectful and orderly behavior during a discussion, including addressing the chair to speak, staying relevant to the topic at hand, avoiding personal attacks, and generally adhering to courteous conduct while debating issues; essentially, ensuring that discussions are focused and civil, with only one person speaking at a time when recognized by the chair. Violators of meeting decorum will be excused from the meeting.*

V. Minutes

- A.** Village Board Meeting Minutes of February 2, 2026

VI. Public Comments

- A.** Public Comments Responses - Responses to Public Comments from the previous Village Board Meeting are included in the Meeting Packet Materials Under this Agenda Item
- B.** *Individual public comments will be limited to two (2) minutes maximum. If your comments align with other comments before you, please consider stating that you are in agreement with those comments. The public may speak on any item that is not included on this agenda as a "Public Hearing or Forum." Anyone who wishes to comment should identify himself or herself and provide his or her local address. Board members may discuss any matter raised by the public. However, the Board will refrain from extensive dialogue and should not take action on matters raised by the public during a public comment period. Referrals to committees or staff members might be made. Members may ask the commenter to clarify his or her remarks. The Board President or the presiding officer will maintain control of the meeting.*

VII. Consent Agenda

- A.** Approval of Edgewater Use and Policy Contracts for the Williams Bay Businesses Association (WBBA):
 - 1. For an (a) an Event To Be Determined (TBD) on June 19, 2026 through June 21, 2026 and (b) the 4th Annual Cinco de Mayo event on May 1, 2026 through May 3, 2026
 - 2. For the Williams Bay Farmers Market for: (a) May 22 & 29, 2026; June 5, 12, 19, & 26, 2026; (b) July 3, 10, 17, 24 & 31, 2026; (c) August 14, 21 & 28, 2026, and (d) September 4 from 6:00 am until 2:00 pm
- B.** Approval of Edgewater Park Use and Policy Contract for the Williams Bay Lions Club for: (a) July 4, 2026 for Pancake Day, (b) August 5-9, 2026 for Corn and Brat Fest and (c) October 10, 2026 for the Car Show

VIII. Presentation of accounts and petitions

- A.** Payroll ending 02-06-2026 in the amount of \$53,635.56
- B.** Accounts Payable Prepays
 - 1. dated 01-29-2026 in the amount of \$263.81
 - 2. dated 02-02-2026 in the amount of \$4,567.53
 - 3. dated 02-10-2026 in the amount of \$104,354.66
- C.** Accounts Payable Unpays dated 02-13-2026 in the amount of \$5,469,464.76
- D.** Library Accounts Payable dated 02-12-2026 in the amount of \$3,361.92
- E.** December 2025 Financial Statements

IX. Plan Commission

- A.** APPLICANT: Village of Williams Bay
STREET ADDRESS: 250 Williams Street, Williams Bay, WI 53191
02/03/2026 Plan Commission Recommended Approval of The Village of Williams Bay Application to Amend Section 390-0316G of the Zoning Ordinance of the Village of Williams Bay, Concerning Temporary Relocatable Buildings.
- B.** APPLICANT: Village of Williams Bay, EMS Living Quarters (Project)
TAX KEY: WOP 00085 and WOP 00089
STREET ADDRESS: 7 E Geneva Street, Williams Bay, WI 53191
02/03/2026 Plan Commission Recommended Approval of a Conditional Use Permit per Section 390-0224C. 8. and Section 390-0316G. to Permit a Temporary Relocatable Building within the Minimum Required Front Yard Setback and for the Building to Remain on Site for Longer Than Six (6) Months for Emergency Medical Services (EMS) Overnight Quarters in the P & R District.
- C.** APPLICANT: Williams Bay Property Company LLC, Topography The Preserve Development (Project)
TAX KEY: WWUP 00011; WGT 00010; WGT 00009; WA 499800002, and EW 200020
STREET ADDRESS: 350 Constance Blvd, Williams Bay, WI 53191 (Formerly George Williams College/Aurora University)
02/11/2026 Plan Commission Meeting
 - 1. Plan Commission Approved - Resolution R-01-26 Recommending Approval of the Topography Final Development Plan (FDP)
 - 2. Plan Commission Approved - Resolution R-02-26 Recommending Approval of the Certified Survey Map (CSM) for the Conservancy Area - One (1) Lot CSM
 - 3. Plan Commission Approved - R-03-26 Resolution Recommending Approval of A Certified Survey Map (CSM) for the Preserve Resort Area - Four (4) Lot CSM
 - 4. Plan Commission Approved - R-04-26 Resolution Recommending Approval of A Preliminary Condominium Plat for The Preserve

X. President's Remarks

XI. Ordinances and Resolutions

- A. Temporary Relocatable EMS Quarters Building:** (1) Zoning Text Amendment and (2) Conditional Use Permit (CUP)
1. **Zoning Text Amendment.** Discussion and Possible Action on Ordinance 2026-02 Amending Section 390-0316G (2) of the Code of Ordinances of the Village of Williams Bay Concerning Temporary Relocatable Building Located Within Minimum Required Yard Setbacks. *First reading and possible waiver of second reading and then adoption*
 2. **Conditional Use Permit.** Discussion and possible action on a Resolution R-14-26 approving a Conditional Use Permit per Section 390-0224C. 8 and Section 390-0316G. for (1) a Temporary Relocatable Building Located Within the Minimum Front Yard Setback and (2) for the Temporary Relocatable Building to Remain on-site for Longer Than Six (6) Months to Provide Temporary Housing Quarters for Emergency Medical Service (EMS) Staff in the P & R District.
 3. **See the Village Board Meeting 02/16/2026 Part 1 of 2 for the Attachments to the items above.**
 4. **The Village Board Meeting 02/16/2026 Part 2 of 2 Attachments continue Below.**
- B. Topography (The Preserve) Development** of the Former George Williams College/Aurora University Campus: (1) Final Development Plan (FDP); (2) Certified Survey Maps (CSM) and (3) Preliminary Condominium. *The Plan Commission recommended approval on 2/11/2026. This Board Packet is limited to the Approval Resolutions with Exhibits along with Application Materials that were recommended for approval but were modified after the Plan Commission Packets were published. Refer to the 2/11/2026 Plan Commission Packets (1 of 1 and 2 of 2) to view all original application documents.*
1. **Final Development Plan (FDP).** Discussion and Possible Action on Resolution R-15-26 Approving the Topography Final Development Plan (FDP)
 2. **CSM - One Lot.** Discussion and Possible Action on Resolution R-16-26 Approving the Certified Survey Map (CSM) for the Conservancy Area - One (1) Lot CSM
 3. **CSM - Four Lot.** Discussion and Possible Action on Resolution R-17-26 Approving A Certified Survey Map (CSM) for the Preserve Resort Area - Four (4) Lot CSM
 4. **Preliminary Condo Plat.** Discussion and Possible Action on Resolution R-18-26 Approving A Preliminary Condominium Plat for The Preserve
- C.** Discussion and Possible Action on Ordinance 2026-03 Re: Chapter 205, Housing Standards and Rental Property Article III Short-Term Rental of Residential Dwellings, Including Fees, Enforcement and Penalties. *First reading and possible waiver of second reading and possible adoption*
- D.** Discussion and Possible Action on Resolution R-19-26 Approving the Five (5) Year Capital Improvements Program 2026 - 2030
- E.** Discussion and Possible Action on Resolution R-20-26 Authorizing the 2026 Borrowings for Capital Improvements
- F.** Discussion and Possible Action on Resolution R-21-26 Approving the Village of Williams Bay Fee Schedule for Year 2026

XII. Public Comments

- A.** *Individual public comments will be limited to two (2) minutes maximum. If your comments align with other comments before you, please consider stating that you are in agreement with those comments. The public may speak on any item that is not included on this agenda as a "Public Hearing or Forum." Anyone who wishes to comment should identify himself or herself and provide his or her local address. Board members may discuss any matter raised by the public. However, the Board will refrain from extensive dialogue and should not take action on matters raised by the public during a public comment period. Referrals to committees or staff members might be made. Members may ask the commenter to clarify his or her remarks. The Board President or the presiding officer will maintain control of the meeting.*

XIII. Other Items for Discussion, Consideration, or Action

- A.** Streets & Highways Committee Recommendation Re: Highway 67 Intersection with Geneva St.
Discussion and possible action on commissioning SEWRPC to study the Highway 67 T-intersection where Elkhorn Rd ends at Geneva St.
- B.** Closed Session. Closed session pursuant to Wis. Stat. Sec. 19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: negotiations with Williams Bay Volunteer Fire Department
- C.** Open Session. Return to Open Session.
- D.** Discussion and Possible Action on Item(s) Discussed During Closed Session

XIV. Adjournment

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 02/13/2026 5:00 PM

Dear Village Staff,

On behalf of the project team, we are pleased to submit the following updates to the Final Development Plan (FDP), Landscape Plans, and Civil Plans for your review. These revisions respond to prior Village comments and coordination with the Fire Department.

Below is a summary of the updates included in this resubmittal:

FDP Document Updates

- The Retreat Center maximum capacity was updated to 120 occupants (Page 6).
- Parking counts and diagrams were revised to reflect updated parking lot configurations (Pages 51–52).
- All site plan graphics were updated to incorporate the following modifications:
 - Addition of a fire apparatus backup space at Garden Place per Fire Department request.
 - Inclusion of existing hardscape south of the Valet Lot into the valet parking lot and updated count.
 - Increase of 26 parking stalls at the Racquet House lot.

Landscape Plan Updates

- Cover Sheet updated to highlight re-issued sheets (Sheet 0-00).
- Racquet Center plans updated to reflect parking lot expansion (Sheets L-01.1, L-01.2, L-02).
- Guest Parking plans updated to show lot expansion (Sheets L-07 and L-08).
- Mabel Cratty plans updated to incorporate emergency vehicle turnaround addition (Sheets L-26 and L-27).

Civil Plan Updates

- Hydrant 11 shifted west to accommodate the 100-foot requirement for the Mabel Cratty FDC (Sheet C509).

- Hydrant 12 added to meet the 100-foot requirement for the Weidensall Restaurant FDC (Sheet C509).
- Hydrant 13 added to meet the 100-foot requirement for The Lodge FDC (Sheet C502).
- Net increase of 3 parking stalls added to the Valet Lot at the northeast intersection of Ravinia Road and Constance Boulevard (Sheet C120).
- Net increase of 26 parking stalls added to the Racquet Center lot (Sheet C126).
- Driveway to the Retreat Center widened to a 20-foot minimum width per Fire Inspector request (Sheet C128).

Condo Regulations

- Language in Section 3.1 was modified per Village Board Request
- Section 16.3 was added per Village Board Request

We believe these revisions address the outstanding comments and improve both site functionality and emergency access compliance. We respectfully request the Village’s review and look forward to continuing to work collaboratively through the approval process.

Please do not hesitate to contact us should you have any questions or require additional information.

Sincerely,

The Topography Team

RESOLUTION NO. R-15-26

**VILLAGE BOARD RESOLUTION APPROVING
TOPOGRAPHY (THE PRESERVE) FINAL DEVELOPMENT PLAN (FDP)**

WHEREAS, Topography Hospitality, LLC, a Limited Liability Company (Topography), filed an application to rezone Tax Key Parcel EW 200020 from AH Agricultural Holding District to P & I Public and Institutional District and to rezone Tax Key Parcels WWUP 00011, WGT 00010, WGT 00009, WA 499800002 and EW 200020, as more specifically described in the attached Exhibit A (Development Property), to add a PDO Planned Overlay District to the Development Property; and

WHEREAS, the Village Board of the Village of Williams Bay (Village Board) did, by ordinance adopted 3/17/2025, rezone Tax Key Parcel EW 200020 from AH Agricultural Holding District to P & I Public and Institutional District and subsequently zone the Development Property with a PDQ Planned Development Overlay District on the P & I Public and Institutional District zoning, subject to the terms set forth in the GDP application dated 01/13/2025, revised 02/27/2025 for Topography The Preserve at Williams Bay, including Appendix I and the Preliminary Tree Inventory, Protection and Removal Analysis, prepared by Teska dated 02/10/2025, as updated on 02/26/2025, with revised corrected sheets and further conditioned upon approval of the Final Development Plan and compliance with the Engineer Review; and

WHEREAS, by Resolution adopted on March 17, 2025, the Village Board did approve the Development Agreement which governs the terms of the development of the Development Property; and

WHEREAS, by Resolution dated April 21, 2025, the Village Board did approve the Contract for Construction of Public Works Improvements for the Development Property, which contract governs the obligations of the Village and Developer in the development of the public infrastructure on the Development Property; and

WHEREAS, after Topography acquired ownership of the Development Property, as well as all rights and obligations under the GDP, Development Agreement and Contract for Construction of Public Works, Williams Bay Property Company, LLC, a Delaware limited liability company (developer), did acquire ownership of the Development Property as well as all rights and obligations under the GDP, Development Agreement and Contract for Construction of Public Works; and

WHEREAS, prior to proceeding with the development of the Development Property, the Final Development Plan (FOP) for the Development Property must be approved by the Village Plan Commission and the Village Board for the Village before development of the Development Property can proceed; and

WHEREAS, the Village Zoning Administrator and Village Staff, including the Village Engineer, have reviewed the proposed FOP, including supporting documentation listed on Exhibit B attached hereto, which is incorporated into the FOP, and the Village Zoning Administrator having made a report on same to the Village Plan Commission; and

WHEREAS, the Village Plan Commission having reviewed the proposed FOP, including supporting documentation listed on Exhibit B attached hereto, which is incorporated into the FOP, and considered the report of the Village Zoning Administrator, and having found that the criteria of Section 390-0709 I. of the Code of Ordinances have been properly addressed and met, that the public benefits of the proposed development as addressed in the FOP outweigh any and all potential impacts of the proposed FOP; and

WHEREAS, the Plan Commission, as set forth in Resolution R-01-26, based upon the findings contained therein, having recommended to the Village Board of the Village of Williams Bay that the Final Development Plan, including supporting documentation listed on Exhibit B attached hereto, which is incorporated into the FOP, as presented by the Williams Bay Property Company, LLC, a Delaware Limited Liability Company, as developer and owner of the Development Property, as submitted on January 16, 2026, be approved; and

WHEREAS, the Village Board of the Village of Williams Bay having determined that it is appropriate to accept the findings of the Plan Commission as set forth in Resolution R-01-26, which resolution is attached as Exhibit C, and after considering the recommendation of the Plan Commission and having determined that it is appropriate to proceed with the approval of the FOP, including supporting documentation listed on Exhibit B attached hereto which is incorporated into the FOP, which will govern the development of the Development Property described in Exhibit A.

NOW, THEREFORE, the Village Board of the Village of Williams Bay do resolve as follows:

That the Final Development Plan, including the supporting documentation listed on Exhibit B attached hereto, which is incorporated into the FOP, as presented by the Williams Bay Property Company, LLC, a Delaware Limited Liability Company, as developer and owner of the Development Property, as submitted on January 16, 2026, is hereby approved and shall govern the development of the Development Property described in Exhibit A, attached hereto.

Approved by the Village Board of the Village of Williams Bay this 16th day of February 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, Plan Commission Chair

Attest:

By:
Tina Kolls, Clerk

Date Passed: 2/16/2026

EXHIBIT "A"
Legal Description

Parcel 1:

A parcel of land located in the SW 1/4 of Section 1, T1N, R16E, and the NW 1/4 of Section 12, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin, described as follows:

Beginning on the Easterly line of the Williams Bay-Fontana Road at a point located 40.00 feet South of the North line of said Southwest 1/4 of Section 1; thence N 44° 52' E 21.63 feet to a point on the South line of State Trunk Highway No. "36" (now Highway "67"/ West Geneva Street) located 40.00 feet East of the West line of said Southwest 1/4 of Section 1; thence N 88° 45' E along the South line of said highway 169.91 feet to the Northwest corner of Lot 14 of Observatory Subdivision as recorded in Volume 5 of Plats on Page 102, at the Office of the Register of Deeds in Elkhorn, Wisconsin; thence S 1° 00' W along the West line of said Lot 14, 302.32 feet; thence N 88° 45' E along the South line of said Lots 14 and 13, 135.78 feet to the centerline of Observatory Place as shown on the recorded plat of Observatory Subdivision; thence S 1° 00' W along the centerline of said road 352.00 feet; thence N 88° 45' E 380.00 feet to the Southeast corner of Lot 28 of Observatory Subdivision; thence S 1° 03' W along the East line of said subdivision 591.00 feet; thence S 88° 45' W 15.00 feet; thence S 1° 03' W along the centerline of Tennis Avenue, (now vacated) as shown on the plat of Grand Terrace Subdivision as recorded in Volume 5, Page 15 and 16 of Plats at the Office of the Register of Deeds in Elkhorn, Wisconsin, 615.00 feet to the North line of Grand View Avenue; thence S 88° 45' W along the North line of said Grand View Avenue 684.18 feet to the East line of the Williams Bay-Fontana Road; thence N 1° 00' E along said East line 1845.18 feet to the place of beginning.

ALSO beginning at the intersection of the East line of said Williams Bay-Fontana Road and the South line of Grand View Avenue; thence N 88° 45' E along the South line of said Grand View Avenue 440.45 feet to the Northwest corner of Lot 65 of Grand Terrace Subdivision; thence S 1° 00' W along the West line of said Lot 65, 141.14 feet; thence N 88° 45' E 14.00 feet to a point on the North line of Lot 56 of Grand Terrace Subdivision located 25.00 feet East of the Northwest corner of said Lot 56; thence S 1° 00' W 162.38 feet to a concrete monument located on the South line of said Lot 56; thence Southeasterly along the Southerly line of Lots 56, 55, 54, and 53 of Grand Terrace Subdivision to a concrete monument located on the most Southerly corner of said Lot 53 and located S 65° 55' E 324.07 feet from the last mentioned concrete monument; thence N 46° 56' E along the Southeasterly line of said Lot 53 and the Northeasterly extension of said line 195.49 feet to the centerline of Tennis Avenue (now vacated) and a concrete monument; thence South-Southeasterly along the centerline of said Tennis Avenue (now vacated) to a concrete monument on the Northerly line of Constance Boulevard located S 49° 02' E 223.13 feet from the last mentioned concrete monument; thence S 76° 05' E 113.63 feet to a point on the Southerly line of said Constance Boulevard; thence N 77° 40' E 256.30 feet; thence S 1° 02' W 707.59 feet more or less to the shore of Geneva Lake; thence Southwesterly along the shore of Geneva Lake 858 feet more or less to the most Easterly corner of Lot 8, Grand Terrace Subdivision; thence N 27° 56' W along the Easterly line of said Lot 8, 401.16 feet to the Southerly line of Outing Street; thence N 13° 48' W 20.00 feet to a concrete monument on the Northerly line of said Outing Street; thence Westerly and Southwesterly along the Northerly line of said Outing Street 288.12 feet more or less to the most Easterly corner of the Southwesterly 30.00 feet of Lot 26, Grand Terrace Subdivision; thence N 23° 32' W along the Northeasterly line of said Southwesterly 30.00 feet and the Northwesterly extension thereof 345.78 feet to the Northerly line of Constance Boulevard; thence S 63° 41' W along the Northerly line of said Constance Boulevard 131.57 feet to the West line of said Section 12; thence N 1° 25' E along the said West line 225.51 feet; thence S 89° 48' E 25.00 feet; thence N 1° 25' E along the East line of Williams Bay-Fontana Road 66.00 feet; thence N 1° 00' E along the East line of said road 736.93 feet to the place of beginning.

ALSO a parcel of land located in Lot 14, Observatory Subdivision, located in the Village of Williams Bay, Walworth County, Wisconsin, described as follows:



EXHIBIT "A"
Legal Description

Beginning at the southwest corner of said Lot 14; thence East along the south line of said lot 45.29 feet; thence N 40° 58' 30" W 68.18 feet to a point on the west line of said Lot 14; thence S 2° 09' 30" W along the west line of said Lot 14, 50.00 feet to the place of beginning.

EXCEPTING THEREFROM a parcel of land located in the Southwest 1/4 of Section 1, T1N, R18E, Village of Williams Bay, Walworth County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 14, Observatory Subdivision located in said Southwest 1/4; thence East along the south line of said Lot 14, 45.29 feet to the place of beginning; thence S 68° 02' 00" E 80.12 feet; thence N 2° 15' 08" E along the west end of Observatory Place, (a street located in said subdivision), 30.00 feet to the south line of said Lot 14; thence West along the south line of said Lot 14, 75.47 feet to the place of beginning.

ALSO EXCEPTING THEREFROM a parcel of land being part of Lot 9 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as:

Beginning on the Eastern boundary of the W 1/2 of Lot 9 in Grand Terrace Subdivision of Town of Walworth, Walworth County, Wisconsin, at the SE corner of land deeded by Catharine V. Albert, to G. Q. Dunlop, thence running a NW direction along the South boundary line of said land owned by G. Q. Dunlop to NE corner of land formerly sold by Catharine V. Albert and Mrs. Demon, about 25 feet thence Southerly in a direction parallel to Western boundary of said Lot 9 and along the Eastern boundary of land owned by Mrs. Demon 40 feet, thence in SE direction to E boundary of said W 1/2 of Lot 9 thence Northerly along said East boundary 40 feet, to place of beginning.

FURTHER EXCEPTING THEREFROM a parcel of land being part of Lot 23 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as follows:

Beginning at the northeast corner of lot number twenty three (23) in Grand Terrace Subdivision of a portion of sections one (1) and twelve (12), Town one (1) north, range sixteen (16) east according to a plat of said subdivision recorded March 28, 1892 in Volume five (5) of Plats on page 15; thence running southeasterly along the east line of said lot twenty five (25) feet; thence southwesterly seventeen (17) feet on a line parallel with the northwest line of said lot; thence northwesterly twenty five (25) feet on a line parallel with the east line of said lot; thence northeasterly along the northwest line of said lot to the place of beginning.

Tax Key No: WWUP 00011

Parcel 2:

A parcel of land being part of Lot 9 in Grand Terrace Subdivision at Lake Geneva Wis., Village of Williams Bay, Walworth County, Wisconsin.

Beginning on the Eastern boundary of the W 1/2 of Lot 9 in Grand Terrace Subdivision of Town of Walworth, Walworth County, Wisconsin, at the SE corner of land deeded by Catharine V. Albert, to G. Q. Dunlop, thence running a NW direction along the South boundary line of said land owned by G. Q. Dunlop to NE corner of land formerly sold by Catharine V. Albert and Mrs. Demon, about 25 feet thence Southerly in a direction parallel to Western boundary of said Lot 9 and along the Eastern boundary of land owned by Mrs. Demon 40 feet, thence in SE direction to E boundary of said W 1/2 of Lot 9 thence Northerly along said East boundary 40 feet, to place of beginning.

Tax Key No: WGT 00010

EXHIBIT "A"
Legal Description

Parcel 3:

A parcel of land being part of Lot 23 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as follows:

Beginning at the northeast corner of lot number twenty three (23) in Grand Terrace Subdivision of a portion of sections one (1) and twelve (12), Town one (1) North, Range Sixteen (16) East according to a plat of said subdivision recorded March 28, 1892 in Volume five (5) of Plats on page 15; thence running southeasterly along the east line of said lot twenty five (25) feet; thence southwesterly seventeen (17) feet on a line parallel with the northwest line of said lot; thence northwesterly twenty five (25) feet on a line parallel with the east line of said lot; thence northeasterly along the northwest line of said lot to the place of beginning.

Tax Key No: WGT 00009

Parcel 4:

Outlet 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

Tax Parcel No. WA496800002

Parcel 5:

The Southeast quarter of the Southeast quarter of Section 2 in Township 1 North, Range 16 East, Town of Walworth, Walworth County, Wisconsin.

Tax Key No. E W 200020

Exhibit B

The Preserve Development - Final Development Plan (FDP) Documentation List

Project: Preserve Final Development Plan (FDP) Exhibits List

2/10/2026

Common Name: Topography The Preserve at Williams Bay, Geneva Lake, WI (Former George Williams/Aurora University Campus)

Applicant: Williams Bay Property Company LLC

Title	Author	# Pages	Date
Zoning Administrator Review - FPD (Final Development Plan); Includes the following reviews and applications	Allison Schwark - Municipal Code	40	1/22/2026
Village Planner Review - PDO	Sonja Kuessel - Vandewalle Associates	Incl.	1/20/2026
Village Planner Review - FDP	Sonja Kuessel - Vandewalle Associates	Incl.	1/22/2026
Village Engineer Review - FPD - Conditional Approval	Doug Snyder - Baxter Woodman	Incl.	1/22/2026
Zoning Application - Planned Development Overlay (PDO)	Williams Bay Property Company LLC	Incl.	1/5/2026
Zoning Application - Certified Survey Map (CSM) - 4 Lot	Williams Bay Property Company LLC	Incl.	1/5/2026
Zoning Application - Certified Survey Map (CSM) - 1 Lot	Williams Bay Property Company LLC	Incl.	1/5/2026
Zoning Application - Preliminary Plat	Williams Bay Property Company LLC	Incl.	1/5/2026
Zoning Application FDP - The Preserve at Williams Bay, Geneva Lake, WI	Williams Bay Property Company LLC	Incl.	1/5/2026
General Development Plan (GDP) vs. FDP table comparison	Williams Bay Property Company LLC	1	NA
Architecture - The Preserve at Williams Bay	Lake Geneva Architects Studio of Jason R Bernard	96	12/31/2025
Paving Materials and Site Amenities Example Boards	Teska Associates	5	Jan-26
The Preserve at Williams Bay - Lighting Fixtures Cut Sheets	Enterprise Lighting LTD	26	12/26/2025
The Preserve at Williams Bay - Site Lighting Layout	Enterprise Lighting LTD	1	1/15/2026
The Preserve - Landscape Ordinance Summary	Teska Associates	6	1/5/2026
The Preserve at Williams Bay - Landscape Plans for FDP	Teska Associates	32	1/5/2026
The Preserve at Williams Bay - Tree Inventory, Protection and Removal Analysis	Teska Associates	45	12/31/2025
Village Engineer Conditional Approval with Private Site Development Plan and Public Site Development Plan	Doug Snyder - Baxter Woodman	177	1/21/2026
The Preserve at Williams Bay Stormwater Management Plan (SMP) - Project Number 24.005	Lynch and Associates Engineering Consultants LLC	300	10/15/2025
Declaration of Utility Easement with Exhibits - Between Williams Bay Property Company LLC and Village of William	Reviewed by Village Attorney Schroeder	17	NA
Preserve Vacation Exhibits:	Lynch and Associates Engineering Consultants LLC	6	1/5/2026
West End Constance, Survey Number 24.005	Lynch and Associates Engineering Consultants LLC	1	1/5/2026
Grand View Avenue (aka N. Lakeshore Drive)	Lynch and Associates Engineering Consultants LLC	1	12/29/2025
Circle Drive	Lynch and Associates Engineering Consultants LLC	1	1/2/2026
Constance Boulevard (west of Circle Drive)	Lynch and Associates Engineering Consultants LLC	1	1/2/2026
Outing Street (west of Circle Drive)	Lynch and Associates Engineering Consultants LLC	1	12/23/2026
The Preserve A Condominium - Preliminary Plat Application	Lynch and Associates Engineering Consultants LLC	2	1/5/2026
Declaration of Covenants, Conditions and Restrictions for The Preserve A Condominium	Richard F. Davis, Esq. - Greenberg Traurig, LLP	74	NA
			833



RESOLUTION NO. R-01-26

**PLAN COMMISSION RESOLUTION RECOMMENDING APPROVAL OF
TOPOGRAPHY (THE PRESERVE) FINAL DEVELOPMENT PLAN (FDP)**

WHEREAS, Topography Hospitality, LLC, a Limited Liability Company (Topography), filed an application to rezone Tax Key Parcel EW 200020 from AH Agricultural Holding District to P & I Public and Institutional District and to rezone Tax Key Parcels WWUP 00011, WGT 00010, WGT 00009, WA 499800002 and EW 200020, as more specifically described in the attached Exhibit A (Development Property), to add a PDO Planned Overlay District to the Development Property; and

WHEREAS, the Village Board of the Village of Williams Bay (Village Board) did, by ordinance adopted 3/17/2025, rezone Tax Key Parcel EW 200020 from AH Agricultural Holding District to P & I Public and Institutional District and subsequently zone the Development Property with a PDO Planned Development Overlay District on the P & I Public and Institutional District zoning, subject to the terms set forth in the GDP application dated 01/13/2025, revised 02/27/2025 for Topography The Preserve at Williams Bay, including Appendix I and the Preliminary Tree Inventory, Protection and Removal Analysis, prepared by Teska dated 02/10/2025, as updated on 02/26/2025, with revised corrected sheets and further conditioned upon approval of the Final Development Plan and compliance with the Engineer Review; and

WHEREAS, by Resolution adopted on March 17, 2025, the Village Board did approve the Development Agreement which governs the terms of the development of the Development Property; and

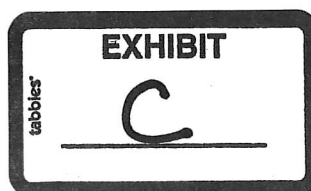
WHEREAS, by Resolution dated April 21, 2025, the Village Board did approve the Contract for Construction of Public Works Improvements for the Development Property, which contract governs the obligations of the Village and Developer in the development of the public infrastructure on the Development Property; and

WHEREAS, after Topography acquired ownership of the Development Property, as well as all rights and obligations under the GDP, Development Agreement and Contract for Construction of Public Works, Williams Bay Property Company, LLC, a Delaware limited liability company (developer), did acquire ownership of the Development Property as well as all rights and obligations under the GDP, Development Agreement and Contract for Construction of Public Works; and

WHEREAS, prior to proceeding with the development of the Development Property, the Final Development Plan (FDP) for the Development Property must be approved by the Village Plan Commission and the Village Board for the Village before development of the Development Property can proceed; and

WHEREAS, the Village Zoning Administrator and Village Staff, including the Village Engineer, have reviewed the proposed FDP, including supporting documentation listed on Exhibit B attached hereto, which is incorporated into the FDP, and the Village Zoning Administrator having made a report on same to the Village Plan Commission; and

WHEREAS, the Village Plan Commission having reviewed the proposed FDP, including supporting documentation listed on Exhibit B attached hereto, which is incorporated into the FDP, and considered the report of the Village Zoning Administrator, and having found that the criteria of Section 390-0709 I. of the Code of Ordinances have been properly addressed and met, that the public benefits of the proposed development as addressed in the FDP outweigh any and all potential impacts of the proposed FDP.



NOW, THEREFORE, the Plan Commission of the Village of Williams Bay do resolve as follows:

That the Final Development Plan, including supporting documentation listed on Exhibit B attached hereto, which is incorporated into the FDP, as presented by the Williams Bay Property Company, LLC, a Delaware Limited Liability Company, as developer and owner of the Development Property, as submitted on January 16, 2026, is recommended for approval by the Village Board of the Village of Williams Bay.

Approved by the Plan Commission of the Village of Williams Bay this _____ day of _____, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, Plan Commission Chair

Attest:

By: _____
Tina Kolls, Clerk

Date Passed: _____

Dear Village Staff,

On behalf of the project team, we are pleased to submit the following updates to the Final Development Plan (FDP), Landscape Plans, and Civil Plans for your review. These revisions respond to prior Village comments and coordination with the Fire Department.

Below is a summary of the updates included in this resubmittal:

FDP Document Updates

- The Retreat Center maximum capacity was updated to 120 occupants (Page 6).
- Parking counts and diagrams were revised to reflect updated parking lot configurations (Pages 51–52).
- All site plan graphics were updated to incorporate the following modifications:
 - Addition of a fire apparatus backup space at Garden Place per Fire Department request.
 - Inclusion of existing hardscape south of the Valet Lot into the valet parking lot and updated count.
 - Increase of 26 parking stalls at the Racquet House lot.

Landscape Plan Updates

- Cover Sheet updated to highlight re-issued sheets (Sheet 0-00).
- Racquet Center plans updated to reflect parking lot expansion (Sheets L-01.1, L-01.2, L-02).
- Guest Parking plans updated to show lot expansion (Sheets L-07 and L-08).
- Mabel Cratty plans updated to incorporate emergency vehicle turnaround addition (Sheets L-26 and L-27).

Civil Plan Updates

- Hydrant 11 shifted west to accommodate the 100-foot requirement for the Mabel Cratty FDC (Sheet C509).

- Hydrant 12 added to meet the 100-foot requirement for the Weidensall Restaurant FDC (Sheet C509).
- Hydrant 13 added to meet the 100-foot requirement for The Lodge FDC (Sheet C502).
- Net increase of 3 parking stalls added to the Valet Lot at the northeast intersection of Ravinia Road and Constance Boulevard (Sheet C120).
- Net increase of 26 parking stalls added to the Racquet Center lot (Sheet C126).
- Driveway to the Retreat Center widened to a 20-foot minimum width per Fire Inspector request (Sheet C128).

Condo Regulations

- Language in Section 3.1 was modified per Village Board Request
- Section 16.3 was added per Village Board Request

We believe these revisions address the outstanding comments and improve both site functionality and emergency access compliance. We respectfully request the Village’s review and look forward to continuing to work collaboratively through the approval process.

Please do not hesitate to contact us should you have any questions or require additional information.

Sincerely,

The Topography Team



THE PRESERVE AT WILLIAMS BAY

Geneva Lake, Wisconsin

Final Development Plan Application

January 5, 2026



ABACUS
ARCHITECTS



teska



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC



HISTORICAL CONCEPTS
ARCHITECTURE & PLANNING

CONTENTS

BASED ON SECTION 390-0709 H: PLANNED DEVELOPMENT OVERLAY DISTRICT
OF THE WILLIAMS BAY ZONING ORDINANCE

- A map of the subject site and its vicinity (1-a).....Pages 13-14
- A map of current records of the Registrar of Deeds showing zoning (1-a).....Page 14
- A general written description of the proposed Final Development Plan, including specific project themes (1-b, 1-b-1).....Pages 3-7, 16
- Specific project images (1-b-1).....Pages 19-21
- Specific mix of land uses (1-b-2).....Page 33
- Specific densities and intensities diagrams (1-b-3).....Page 34
- Landscaping surface area ratio diagram (1-b-3).....Page 35
- Specific treatment of natural features (1-b-4).....Page 39
- Specific relationship to nearby properties and public streets (1-b-5).....Page 13
- Statement of rationale for Planned Development Overlay zoning (1-b-6).....Pages 24-26
- Complete list zoning district standards (1-b-7).....Pages 24-26
- FDP map of proposed site (1-b-8).....Pages 16-18
- Site plan in accordance with §390-1206 (1-b-9).....See Alta Survey
- Detailed landscaping plan for subject site including proposed species and locations of plantings (1-b-10).....Pages 60 -74*
- Building designs for all buildings in proposed FDP including proposed materials and colors (1-b-11).....Pages 88-111*
- Detailed signage and lighting plans (1-b-12).....Pages 78-83
- Outline of any proposed property owner's organizational structure (1-b-13).....Page 4
- Written description demonstrating FDP's consistency with approved GDP and variations between approved GDP and proposed FDP (1-b-14).....Pages 9-11

**See also consultant drawings under separate cover*



PROJECT INTRODUCTION AND REQUESTED INFORMATION

January 15, 2026

To the Village of Williams Bay Board and Plan Commission,

I am delighted to submit our final development plan (FDP) for your review. I hope that this application provides you with the information you need to approve our FDP.

I thought it might be helpful to provide a narrative up front that covers the key aspects of the project and addresses specific questions and requests we have received from the village staff.

Project Background

In November 2022, Aurora University (Aurora) announced that it was going to shut down George Williams College (GWC). Aurora made this difficult decision because GWC had been losing money for years, and Aurora could no longer afford to subsidize GWC. Then, in June 2023, Aurora decided to sell the property. Aurora's broker reached out to over 150 universities and nonprofit organizations, but none of them made a firm offer on the property. In December 2023, Topography entered into a contract to acquire the GWC campus, with a vision of re-imagining the GWC campus as "The Preserve", which would have three components to it: 1) a 90-acre nature preserve with a conservation easement, 2) an amphitheater and retreat center, and 3) a small country hotel.

Over the next 15 months, Topography developed its plans for the property while collecting input from Williams Bay community. This involved multiple meetings with the Village Board, Plan Commission and staff, as well as a number of meetings with the broader Williams Bay community. In December 2024, the Village Board and Plan Commission approved our proposed Comprehensive Plan Amendment, which allowed for a "limited resort" as a permitted use on the property. Then, in April 2025, the Village approved our General Development Plan (GDP) and signed a Development Agreement with Topography. Upon signing the Development Agreement with The Village of Williams Bay, Topography acquired the property through Williams Bay Property Company, LLC.

Over the past several months, our team at Topography has continued to work with our architects, engineers and consultants, as well as the village staff, to finalize our plans. The enclosed FDP reflects our final plans for The Preserve. We remain committed to the

original idea of The Preserve—to retain the low-density, campus-like feel of this special property, while also giving it a new purpose that would be beneficial to the Williams Bay community.

Project Overview

As noted above, there are three components to The Preserve:

1) Nature Preserve. Topography is committed to creating a nature preserve on our property that is open to the public. We are well on our way to bringing this idea to life. We have worked with the Geneva Lake Conservancy to put a conservation easement on 90 acres of our property, which will protect this land from development in perpetuity. At 90 acres, the nature preserve covers approximately 66% of our 137 acre property. We have also started the process of re-wilding the nature preserve with assistance from the Geneva Lake Conservancy and Jensen Ecology. And, we are making the nature preserve easily accessible by creating a small parking lot on our property that's adjacent to the preserve, and by linking the nature preserve to the Yerkes Observatory and the Geneva Lake Shore Path via walking paths. The cost to develop and manage the nature preserve will be fully paid for by Topography.

2) Amphitheater and retreat center. GWC served as not only a college but also a hub for community and cultural events. With our amphitheater and retreat center, The Preserve will continue this tradition. The amphitheater will serve as the new home of Music by the Lake. It will host up to 10 events each year with a maximum capacity of 3,500 attendees. These events will be open to the public. Additionally, the retreat center will accommodate a wide range of public and private events. The retreat center can hold up to 150 people for an event. For smaller events, we will have ample onsite parking. For larger events, we will utilize onsite parking plus the parking lot at the Williams Bay School. Additionally, Topography will provide onsite security and temporary bathrooms for larger events.

3) Hotel. We plan to convert the former college campus by Geneva Lake into a charming country hotel. Our plans for the hotel have remained generally consistent with what we shared in our GDP. Of note:

- The hotel's traditional architecture is consistent with what's commonly found in Williams Bay and around the lake.



- Our hotel includes 68 keys, which is consistent with what we included in our GDP. Our hotel keys are a mix guest rooms and suites in our main lodge (37 keys) plus cottages (31 keys).
- In terms of amenities, the hotel will have two restaurants, a spa, a family pool, a lounge for our club members, and racquet courts. These amenities are consistent with what we included in our GDP.
- We will limit the number of piers on our property as part of creating a natural and attractive lakefront.

I also want to note a few refinements to our plan for the hotel:

- We replaced a handful of our 1-bedroom cottages with 2-bedroom and 3-bedroom cottages to better accommodate families. Our total number of hotel keys (standalone hotel units) has remained at 68, but we are now better able to accommodate a wider range of guests. Here is a breakdown of our different types of hotel keys:

Type	Number	Number of keys	Notes
Lodge	1	37	Mix of guest rooms and 1-bedroom suites
1-bedroom cottages	14	14	
2-bedroom cottages	4	4	
2-bedroom cottages with lock-offs	2	4	Each of these cottages has two standalone 1-bedroom suites
3-bedroom cottages	6	6	
Spa cottage	1	1	
Boathouse	1	2	Two standalone 1-bedroom suites
Total		68	

- We plan to make ten of our cottages available for purchase as vacation cottages, which is a common practice at hotels like The Preserve. These cottages will be “limited use” vacation cottages to remain consistent with the “limited resort” zoning of this property. Of note:

- The cottage owners can stay in their cottages no more than 90 nights per year and no more than 28 consecutive nights.
- The cottage owners will have the option to have their units be part of our hotel inventory. We expect at least 80% of the cottage owners to opt into our hotel inventory when they aren’t using their cottages, which is consistent with the industry average. The cottage owners will have the option of renting their cottages through The Preserve or through a third-party agency that is approved by The Preserve. We need to allow cottage owners to have the option of renting through a third-party agency to avoid the cottages from being considered an investment security by the Securities and Exchange Commission. However, The Preserve has the right to require cottage owners to select an agency from an approved list of vendors. Our intention is to provide cottage owners with a small list of approved agencies that have a strong reputation in the local community.
- All of the hotel revenue generated from these ten cottages will be subject to the Williams Bay room tax. In that way, they will be no different than the other 58 keys that The Preserve will fully own and operate.
- In our GDP, we projected that The Preserve will generate at least \$1 million annually in room tax revenue for Williams Bay by Year 3 of operation. Since then, we have continued to firm up our room revenue projections. Even with selling ten cottages, we are now projecting that our total room revenue by Year 3 of operation will be \$24.1 million. That means Williams Bay’s room tax revenue from The Preserve will be approximately \$1.2 million by Year 3 of operation.
- We are creating a condominium association for our cottages so that the ten cottages we sell can be deeded and have tax keys. Again, this is a common practice at luxury hotel developments like The Preserve. That said, The Preserve will retain full control of the design, maintenance and usage of these cottages. They will look and feel just like our other 58 keys.
- The total finished interior square footage of our buildings has increased from 122,150 square feet in our GDP to 142,430 square feet in our FDP. There are two reasons for this increase. First, as we firmed up our plans with our architects and consultants, we realized that we needed more space to accommodate our programming and back-of-house requirements in the lodge and spa. The second reason is due to converting a handful of our one-bedroom cottages to two-



bedroom and three-bedroom cottages to accommodate families. That said, many of our buildings are unchanged since our GDP. And, we have reduced the size of our 1-bedroom cottages since our GDP. We provide a breakdown of all buildings in this document. Even with these changes, please keep in mind that The Preserve is still an incredibly low-density and environmentally sensitive project by almost any standard. For context, our finished interior square footage in our FDP equates to 1,040 square feet per acre (142,430 square feet divided by 137 acres). Also, even with the increase in finished interior square feet, our number of hotel keys has remained unchanged at 68 between our GDP and FDP. As such, The Preserve still meets the requirement of no more than 0.75 accommodation units (keys) per acre. At 68 keys on 96 acres of land, The Preserve has 0.71 units per acre¹. By either measure, this is a very low-density project.

Project Benefits

The Preserve will provide many tangible benefits to Williams Bay and the broader Geneva Lake community:

Environmental conservation

- Create a 90-acre nature preserve with a conservation easement that's open to the public and maintained by Topography
- Maintain dark skies around Yerkes Observatory
- Retain the green, low-density character of the property

Economic development

- Create 100+ jobs during construction
- Create 110+ permanent jobs
- Buy from local suppliers and farmers
- Contract with local trades. We have already begun working with local firms during the planning phase of our project, including two local architecture firms, a local civil engineering firm, a local law firm, a local landscaping firm, and a Wisconsin-based general contractor.

- Promote local attractions (e.g. Yerkes Observatory, local restaurants)

Local tax revenue

- The Preserve will pay room tax, sales tax and property tax. The room tax and property tax will directly benefit Williams Bay.
- The Preserve is projected to pay more than \$1.5 million annually in room taxes and property taxes to Williams Bay by 2029. By comparison, George Williams College did not pay any taxes to Williams Bay due to its nonprofit tax status.

Community engagement

- Support local nonprofit organizations. Per our development agreement with the Village of Williams Bay, Topography has committed to donating \$250,000 annually to local nonprofit organizations benefitting Williams Bay once our hotel has opened. Additionally, we have already started to support local nonprofit organizations even before we have opened through financial contributions and donations of surplus equipment and furniture from GWC. We have also made our buildings available to the local police force for training.
- Host nonprofit events at our retreat center
- Host Music by the Lake at our amphitheater

Infrastructure Improvements

- Replace aging water and sewer mains that service The Preserve and the surrounding community
- Add walking and biking paths to Constance, Ravina and North Lakeshore Drive
- Expand Right of Ways for future village utility needs

Architectural Improvements

- Character of The Preserve is consistent with historic architecture around Geneva Lake
- Structures are of residential scale and set back from the lake

Project Details (requested by Williams Bay staff)

Projected number of guests and employees at The Preserve

¹ Overall, The Preserve includes a total of 137 acres. However, only 96 of those acres are part of our FDP, which is the amount of acreage that matters when determining whether The Preserve is compliant with the limit of 0.75 accommodation units per acre. To calculate The Preserve's units per acre for the purposes of our FDP, it is 68 units divided by 96 acres = 0.71 units per acre.



- Hotel guests: On an average day, we expect approximately 150 guests at the hotel (i.e. the property south of Constance). This includes hotel guests, club members and cottage owners. During our peak season, we expect approximately 250 guests at the hotel each day.
- Hotel employees: We are planning to have approximately 100 employees working at the hotel on an average day. During our peak season, we expect approximately 125 employees at the hotel each day.
- Nature preserve: We expect a modest amount of foot traffic at the nature preserve. On an average day, we project approximately 50 people will walk through the preserve (separate from our hotel guests and members). On busier days, we expect approximately 150 people will visit the nature preserve (separate from our hotel guests and members). Note that our hotel staff will be responsible for maintaining the nature preserve.
- Retreat center: The retreat center will be available for private and public events, with a maximum capacity of 120 people. The retreat center must be reserved in advance. Staffing will vary based on the size and nature of the event.
- Amphitheater: The amphitheater will host up to ten Music by the Lake performances each year. As noted above, the amphitheater can accommodate up to 3,500 people at a performance. The Preserve will provide security and operational staffing to manage the event. Staffing will vary based on the size of the performance.

Hours of operation

- Nature Preserve: Monday to Sunday, 7:00am to 5:00pm.
- Lodge restaurant & bar: Monday to Sunday, 7:00am to 12:00am
- Weidensall restaurant & bar:
 - Standard operating hours: Thursday to Saturday, 6:00pm to 11:00pm
 - Peak season: Monday to Sunday: 12:00pm to 2:00pm; 6:00pm to 11:00pm
- Mabel Cratty lounge:
 - Standard operating hours: Friday to Sunday, 7:00am to 11:00pm
 - Peak season: Monday to Sunday, 7:00am to 11:00pm
- Spa: Monday to Sunday, 8:00am to 8:00pm
- Racquet courts: Monday to Sunday, 7:00am to 7:00pm

- Amphitheater: Ten Music by the Lake shows per year, 5:00pm to 10:00pm
- Retreat center: By reservation only. Available from 8:00am to 11:00pm
- Boat charters: By reservation only. Available from 8:00am to 7:00pm
- The Preserve will have a receptionist staffed at our front desk in the main lodge 24/7
- The Preserve will have on-property security 24/7

Projected normal and peak water usage

The normal and peak water usage are projected to be less than the usage during the operation of the former college. All domestic and fire water infrastructure has been reviewed by the village engineer and final drawings have been submitted for final review and approval. The current plumbing code has been followed to determine proper pipe sizing and volume to accommodate the development's infrastructure and individual building requirements.

Projected sewer loadings

The sanitary load is projected to be less than the usage during the operation of the former college. All sanitary infrastructure has been reviewed by the village engineer and final drawings have been submitted for final review and approval. The current plumbing code has been followed to determine proper pipe sizing and volume to accommodate the development's infrastructure and individual building requirement. The development will not utilize septic systems for any building or use. Temporary toilets will be utilized during large amphitheater events.

Projected traffic

According to the traffic analysis issued on February 14, 2025 by Traffic Analysis & Design, Inc. and previously submitted to the Planning Commission and Village Board as part of the General Development Plan, the development will not have a significant impact on traffic volumes. Although the development will generate 330 less car trips per day when compared to the former college, the development will add 20 more car trips during the peak traffic hour when compared to the former college. To accommodate this increase, dedicated right and left-hand turn lanes will be added to the intersection of State Highway 67 and N. Lakeshore Dr. These changes are incorporated into the civil engineering drawings. During large events at the Amphitheater, the development will



engage and pay for traffic control personnel at the intersections of State Highway 67 and N. Lakeshore Dr. and N. Lakeshore Dr. and Ravina.

Article 8 Compliance

The proposed development shall comply with all requirements of Sections 390-0812 through 390-0820. The noise requirement may be exceeded during events at the amphitheater. All attempts will be made during the ten scheduled maximum attendance events at the amphitheater to mitigate sound transmission to the surrounding properties. As noted, the hours of operation will be between 5:00 pm and 10:00 pm for these events.

Snow Removal Plan

The proposed development will clear snow as appropriate. During light to normal snow events, the street and paths will be cleared with plow attachments on trucks or ATV depending on the plowed surface and use. The snow will be pushed to the side of the street or path as typically practiced in the area. An ice inhibitor will be spread as needed with intent on limited any environmental impact. During heavy snow events, any snow that prevents adequate clearing of streets or paths will be transported to the storm water retention areas located on the south end of the preserve to prevent run off to neighboring properties or the lake.

Financial Capability Documentation

The overall project budget is approximately \$183M and a Sources table is presented below for your reference. Approximately 50% of the project equity has been raised to date and we have a debt term sheet in place for approximately 60% of the debt. We have engaged a broker to facilitate the completion of the capital stack which is being done in parallel with the FDP approval process as investors and lenders will require confirmation of final project approval. Topography will execute a Completion Guarantee in parallel with the closing of the debt agreements and will adhere to liquidity requirements throughout project construction. Construction on the project will not begin until all debt and equity is contractually secured.

Sources	Total	%
Equity	\$55,166,533	30%
Financing	\$127,581,857	70%
Total Sources	\$182,748,390	100%

Please feel free to reach out to me or my team with any questions. Thank you for your consideration.

Sincerely,
Liam Krehbiel
Founder & CEO
Topography Hospitality



GDP VS FDP COMPARISON

The Final Development Plan (FDP) has followed the General Development Plan (GDP) approved by the Village Board on March 17, 2025. The massing, aesthetics, materials, density, and intent remain consistent between the two submissions. We did have some deviations, as noted below, because of building development into functional spaces, storm water improvements, reduced land disturbance, and reduced tree removal. The overall FDP is faithful to the GDP.

Below is a list of the adjustments that have been made to The Preserve FDP Documents from the GDP Documents approved by the Village Board on March 17, 2025.

Page 10 and matrix below – Several total building areas were revised as the drawings were developed.

In the GDP submission, square footage included only finished, habitable spaces and excluded unfinished areas, back-of-house spaces, mechanical rooms, porches, and patios. For the FDP, square footage for all spaces is included, consistent with building permit standards. As shown in the table below and the following floor plans, the overall design size has not changed materially—only the way square footage is categorized.

As noted in FDP as Final Program					As noted in GDP "Conceptual Program" (page 10)				
BUILDING (as listed in FDP)	TOTAL SQUARE FOOTAGE (INCLUDING FINISHED AND UNFINISHED SPACES)	FINISHED SQUARE FOOTAGE	QTY.	TOTAL FINISHED SQUARE FOOTAGE	DIFFERENCE IN FINISHED SQUARE FOOTAGE	TOTAL FINISHED SQUARE FOOTAGE	QTY.	FINISHED SQUARE FOOTAGE	BUILDING (as labeled in GDP)
Lodge	60051	50585	1	50585	5585	45000	1	45000	Lodge
One-Bedroom Cottages	750	693	14	9695	-9055	18750	25	750	One-Bedroom Cabins
Two-Bedroom Cottages	2035	1800	8	14400	8400	6000	4	1500	Two-Bedroom Cabins
Three-Bedroom Cottages	2525	2175	6	13050	13050				
Boathouse Cottage	5275	2095	1	2095	-405	2500	1	2500	Boathouse Guest Rooms
Spa Cottage	1685	1270	1	1270	1270				
Weidensall Restaurant	6114	4578	1	4578	-22	4600	1	4600	Weidensall Restaurant
Mabel Cratty Member Clubhouse	5290	3458	1	3458	-342	3800	1	3800	Mabel Cratty Activity Center
Guest Services (existing)	20800	20800	1	20800	0	20800	1	20800	Guest Services (existing)
Cart Barn	2000	0	1	0	0				
Spa	13742	11568	1	11568	2568	9000	1	9000	Spa
Pool Pavilion	1959	0	1	0	-1500	1500	1	1500	Pool House
Retreat Center	9623	6521	1	6521	-979	7500	1	7500	Retreat Center and Bandshell
Bandshell	4531	1667	1	1667	1667				
Racquet House	3441	2743	1	2743	43	2700	1	2700	Racquet Pavilon
Comfort Station	1811	928	1	928	928				
TOTAL FINISHED SF				142430	20280	122150			TOTAL FINISHED SF

TOTAL GROSS SQUARE FOOTAGE 178252

In summary, the building footprints largely remain unchanged; however, as the design evolved from GDP to FDP, the Lodge and cottages increased in finished square footage. At the Lodge, more efficient mechanical and electrical planning allowed us to reallocate space to guest-focused amenities, including a wine room, media room, yoga room, lockers, and expanded suites. For the cottages, market analysis indicated a need for more two- and three-bedroom units and fewer one-bedroom units. To maintain sensitive massing, these additional bedrooms are accommodated either within dormered half-stories (“in the eaves”) or by working with existing grade to create terrace-level (walk-out) bedrooms.

Two design flexibilities were added to the project.

1. Parking lot design shall employ interior, curbed landscaped islands at all parking aisle ends. In addition, the project shall provide landscaped islands within each parking aisle spaced at intervals no greater than one island per every 12 spaces in that aisle. Islands at the ends of aisles shall count toward meeting this requirement. Each required landscaped island shall be a minimum of 360 square feet in landscaped area. **Flexibility request: The existing parking will be re-used as is and the new lots will be for valet use only and heavily screened with landscaping. We request relief from this requirement.**
2. The development shall provide exterior pedestrian furniture in appropriate locations at a minimum rate of one seat for every 10,000 square feet of gross floor area. Seating in food service areas or other areas where food or merchandise purchasing activities occur shall not count toward this requirement. A minimum of four seats shall be located within the store, with a clear view through exit doors to a passenger pickup or drop-off area. **Flexibility request: This requirement would add over 100 benches to the property. We request the amount of benches depicted in the drawings.**

Architectural Drawings – The drawings were developed to 90% Design Development levels.

Civil Drawings – Several revisions were made as the drawings development see EX 2 for overview.

- Major revision items:
 - Page EX 2 – The non-event parking count was revised from 300 to 273, still above the required 255 parking spots.
 - Page C123 – Added two pickle ball courts, removed one platform tennis court, and added three padel ball courts.
 - Page C128 – Cabin 24 relocated to save trees
 - Page C420 – Underground storm water basin eliminated.

Landscape Drawings – The drawings were developed to “construction ready” documents, a list of changes would be prohibitively excessive. A site paving plan has been included at the end of the document.

Preliminary Tree Inventory, Protection, and Removal Analysis

Page L-010 SP – Page L-010 of the GDP totaled 273 removed trees; the new count is 268 removed trees.

Thank you for your understanding and cooperation.





GDP OVERALL SITE PLAN
FEBRUARY 27, 2025



FDP OVERALL SITE PLAN
JANUARY 5, 2026



EXISTING SITE INFORMATION

General Relationship to Nearby Properties and Public Streets

The Preserve development is designed to enhance the Williams Bay community while harmonizing with the surrounding Geneva Lake area. Existing public street connections will be preserved, ensuring seamless integration with the local infrastructure. The extension of public sanitary sewer and water mains systems will not only serve the development but also strengthen the broader utility network by alleviating the low-pressure zone through backfeeding from the upper pressure zone. Additionally, pedestrian pathways will be added, providing continuous access from Lakeshore Drive and Constance Boulevard to the Geneva Lakeshore path, further promoting connectivity and accessibility for residents and visitors.

Justification for proposed Planned Development

The Preserve is a significant boost for the Village of Williams Bay, addressing the issue of an abandoned school campus struggling to find new purpose. By transforming this underutilized property, the development not only revitalizes a once-beloved site but also aligns with the village's goals of enhancing local infrastructure and fostering community growth. This project ensures the site continues to serve the community in meaningful ways, reinforcing Williams Bay's commitment to sustainable and dynamic development.

The Preserve will contribute to the Village of Williams Bay by executing several of the Village goals laid out in the William's Bay Comprehensive Plan:

- Promote land use pattern that is economically and environmentally sustainable, with a mix of high quality, harmonious, and complementary land uses.
- Strengthen and diversify the job base and tax base by capitalizing on William's Bay unique assets and opportunities.
- Promote appropriate economic development that complements and helps support the Village's predominately residential character, relates to the Village's focus on outdoor recreation and education, helps serve the daily needs of residents, and enhances the Village as a desirable place to live and visit.



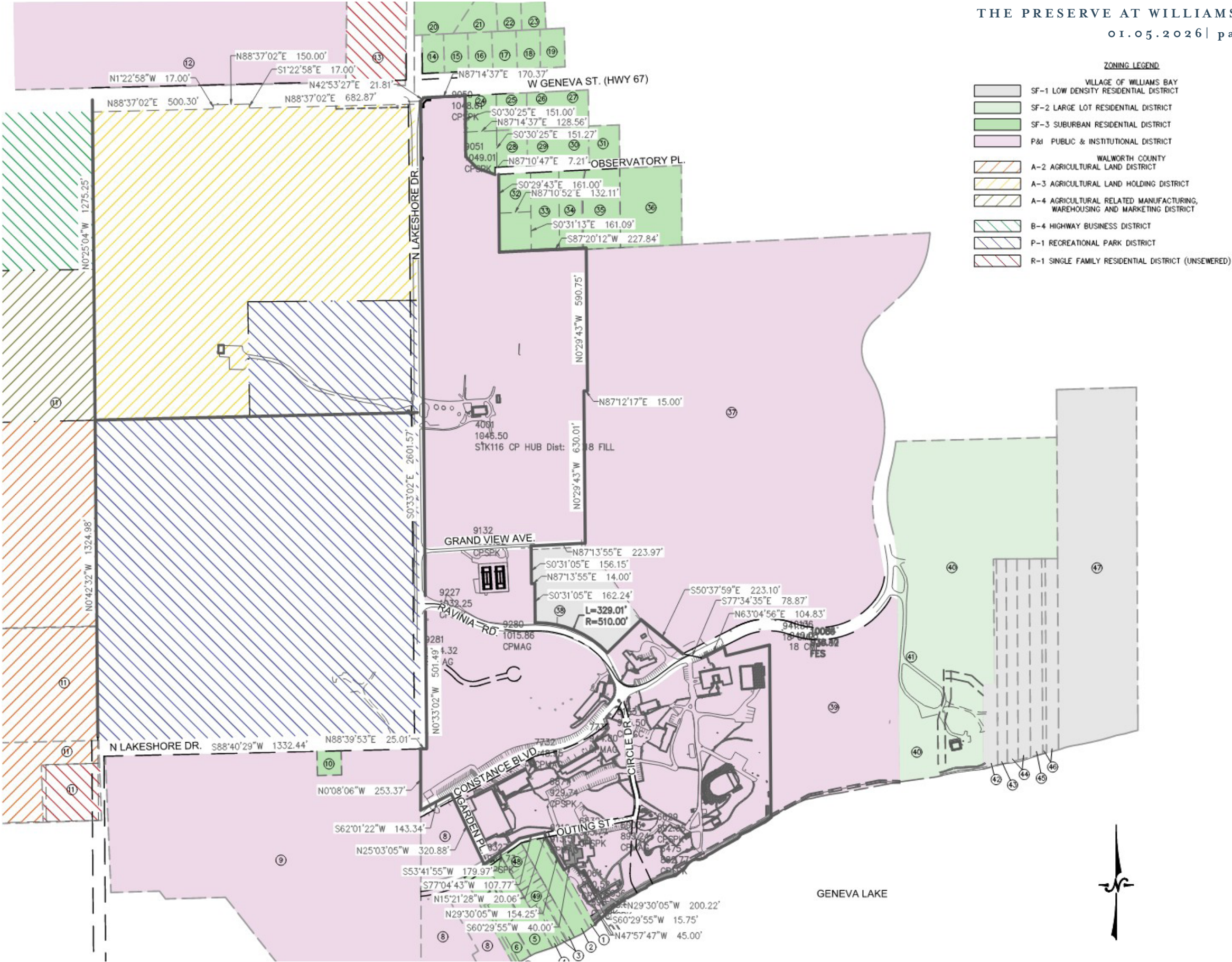
EXISTING OVERALL SITE

SCALE: 1" = 500'



PROPERTY WITHIN 300 FEET OF DEVELOPMENT	
1 LAKE GENEVA TRUST 15240 N CLUBGATE DR UT 144 SCOTTSDALE, AZ 85254-5400	30 JAMES T & HEIDI A MOOCHI 04651 W WEAVER CIR GENEVA, IL 60134
2 THOMAS NEWMAN TRUST CAROL WILKINSON TRUST, et al. 208 W WASHINGTON ST #1811 CHICAGO, IL 60605-0600	31 KYLE M & HEATHER J D CUDWORTH 410 OBSERVATORY PL WILLIAMS BAY, WI 53191
3 DANIEL & JANETTA VONRABENAU 704 N WELLS ST FL 2 CHICAGO, IL 60654	32 446 OBSERVATORY PL WILLIAMS BAY, WI 53191
4 JESSICA COLE/THEODORE MCCARTAN 3708 N GREENVIEW AVE CHICAGO, IL 60613	33 ROWANNE RODRIGUEZ 104 N WISTERIA ST MANSFIELD, TX 76063-6300
5 WILLIAMS BAY LLC 2000 DEMPSTER ST STE B EVANSTON, IL 60202	34 DONALD H WEYHRAUCH 431 OBSERVATORY PL WILLIAMS BAY, WI 53191-9100
6 CUTINGS INVESTMENTS LLC 7944 BEACH DR FOX POINT, WI 53217	35 JESSE F & ANNA T GAGLIARDO 419 OBSERVATORY PL WILLIAMS BAY, WI 53191-9100
7 SHIELD II LLC 7944 BEACH DR FOX POINT, WI 53217	36 JONATHAN & MARY BARTHOLOMEW 397 OBSERVATORY PL WILLIAMS BAY, WI 53191-9100
8 NORMAN B BARR CAMP INC C/O DONALD LARSON 5068 W BALMORAL AVE CHICAGO, IL 60630	37 YERKES FUTURE FOUNDATION INC PO BOX 346 WILLIAMS BAY, WI 53191-9100
9 LAKE GENEVA FRESH AIR PO BOX 10 WILLIAMS BAY, WI 53191	38 MICHEL K & ANITA P OBRIEN PO BOX 1422 WILLIAMS BAY, WI 53191
10 ROBERT A WOLFE PO BOX 221 WILLIAMS BAY, WI 53191	39 WOMENS LEADERSHIP CENTER AT WILLIAMS BAY NFP 303 E WACKER DR STE 315 CHICAGO, IL 60601-0100
11 GAGE MARINE HOLDINGS LLC PO BOX 220 WILLIAMS BAY, WI 53191	40 TEAM E-VA LLC 318 HALF DAY RD STE 343 BUFFALO GROVE, IL 60089-8900
12 SCHOOL DISTRICT OF WILLIAMS BAY 139 CONGRESS WILLIAMS BAY, WI 53191	41 AURORA EAST PROPERTY OWNERS ASSOCIATION INC 318 HALF DAY RD STE 343 BUFFALO GROVE, IL 60089
13 JEFFREY R FROELICH W4741 BORDER DR FONTANA, WI 53125	42 PETER PERKINS TRUST JANICE PERKINS TRUST, et al. PO BOX 81 MARENGO, IL 60152
14 WAYNE L ROWEHL 480 W GENEVA ST WILLIAMS BAY, WI 53191	43 SUMMERSET LG LLC W3128 HIGHWAY 59 WHITEWATER, WI 53190-9000
15 CLAUD R & SARAH F WELLHAUSEN 470 W GENEVA ST WILLIAMS BAY, WI 53191	44 F MICHAEL & JENNIFER COVEY 625 S BURTON PL ARLINGTON HEIGHTS, IL 60005-0500
16 WYNN PROPERTIES LLC 120 S STATE ST STE 525 CHICAGO, IL 60603	45 PATRICIA PURCELL TRUST 655 LONGBOAT CLUB RD UT 18A LONGBOAT KEY, FL 34228-8000
17 CRONIN FAMILY TRUST 450 W GENEVA ST WILLIAMS BAY, WI 53191-9100	46 PHYLLIS C STEINCL TRUST 13 CARRIAGE CT OAK BROOK, IL 60523-2300
18 AUSTIN WAYNE & HANNAH BRANSON 440 W GENEVA ST WILLIAMS BAY, WI 53191-9100	47 DARTMOUTH WOODS CONDOMINIUM BALLY BAY LLC C/O J OR W PLAZA 77515 PELICAN BAY BLVD NAPLES, FL 34108
19 O'CONNOR FAMILY TRUST 430 W GENEVA ST WILLIAMS BAY, WI 53191	EDF LLC C/O CAROLINE WETTERSTEN 5884 N KILBOURN AVE CHICAGO, IL 60646-4600
20 JOHN M & DONNA M TURNER, et al. 7036 N OVERHILL AVE CHICAGO, IL 60631-3100	MARK & JULIE SCARPELL 220 MOFFETT RD LAKE BLUFF, IL 60044-4400
21 RONALD J & CAMILLE L GRABSKI 435 FROST DR WILLIAMS BAY, WI 53191-9100	CARL EDWARD AVALON TRUST 250 S SHORE LN LAKE FOREST, IL 60045
22 PATRICK J WATTS PO BOX 545 WILLIAMS BAY, WI 53191-9100	RUTH PARSONS FAMILY TRUST 5 DARTMOUTH RD WILLIAMS BAY, WI 53191-9100
23 WATTS INVESTMENTS LLC PO BOX 545 WILLIAMS BAY, WI 53191	MICHAEL P KING TRUST 6 DARTMOUTH RD WILLIAMS BAY, WI 53191-9100
24 MCKENNA ROSE & MATTHEW GONSER 457 W GENEVA ST WILLIAMS BAY, WI 53191-9100	THOMAS P & LAURIE L BEDA 7 DARTMOUTH RD WILLIAMS BAY, WI 53191-9100
25 BRIAN & EILEEN ROBINSON 445 W GENEVA ST WILLIAMS BAY, WI 53191	STEVEN L & BETSY J CARLSON 8 DARTMOUTH RD WILLIAMS BAY, WI 53191
26 JEFFREY S ROLLER SR 433 W GENEVA ST WILLIAMS BAY, WI 53191-9100	GREGORY E & LINDA G WOLF 2746 OLDE CYPRESS DR NAPLES, FL 34119-1900
27 REPUBLIC RENTALS LLC 320 W GENEVA ST WILLIAMS BAY, WI 53191-0400	ELIZABETH ANN HAMLIN TRUST PO BOX 1153 WILLIAMS BAY, WI 53191
28 STEVE D & KIM E MINETTE 446 OBSERVATORY PL WILLIAMS BAY, WI 53191	WILLIAMS BAY LLC 2000 DEMPSTER ST STE B EVANSTON, IL 60202
29 MICHAEL A & LAURA A THON 440 OBSERVATORY PL WILLIAMS BAY, WI 53191	

Note: Neighboring addresses provided at a larger scale under separate cover.



EXISTING SURROUNDING SITE AND ZONING INFORMATION
SCALE: 1" = 400'

PROPOSED SITE PLAN

Project Description

The proposed planned development is a preserve-focused retreat and country lodge that promises to enhance the natural beauty of the area, expand top-notch local tourism options, and provide exceptional recreational opportunities for the community on the previous site of George Williams College.

The project aims to boost local tourism by offering a diverse range of experiences for guests. Central to the development will be a charming country lodge, complemented by an array of one and two-bedroom cottages, providing visitors with the perfect balance of comfort and privacy. The lodge and cottages will be thoughtfully integrated into the landscape, preserving the site's character and stunning vistas of Geneva Lake.

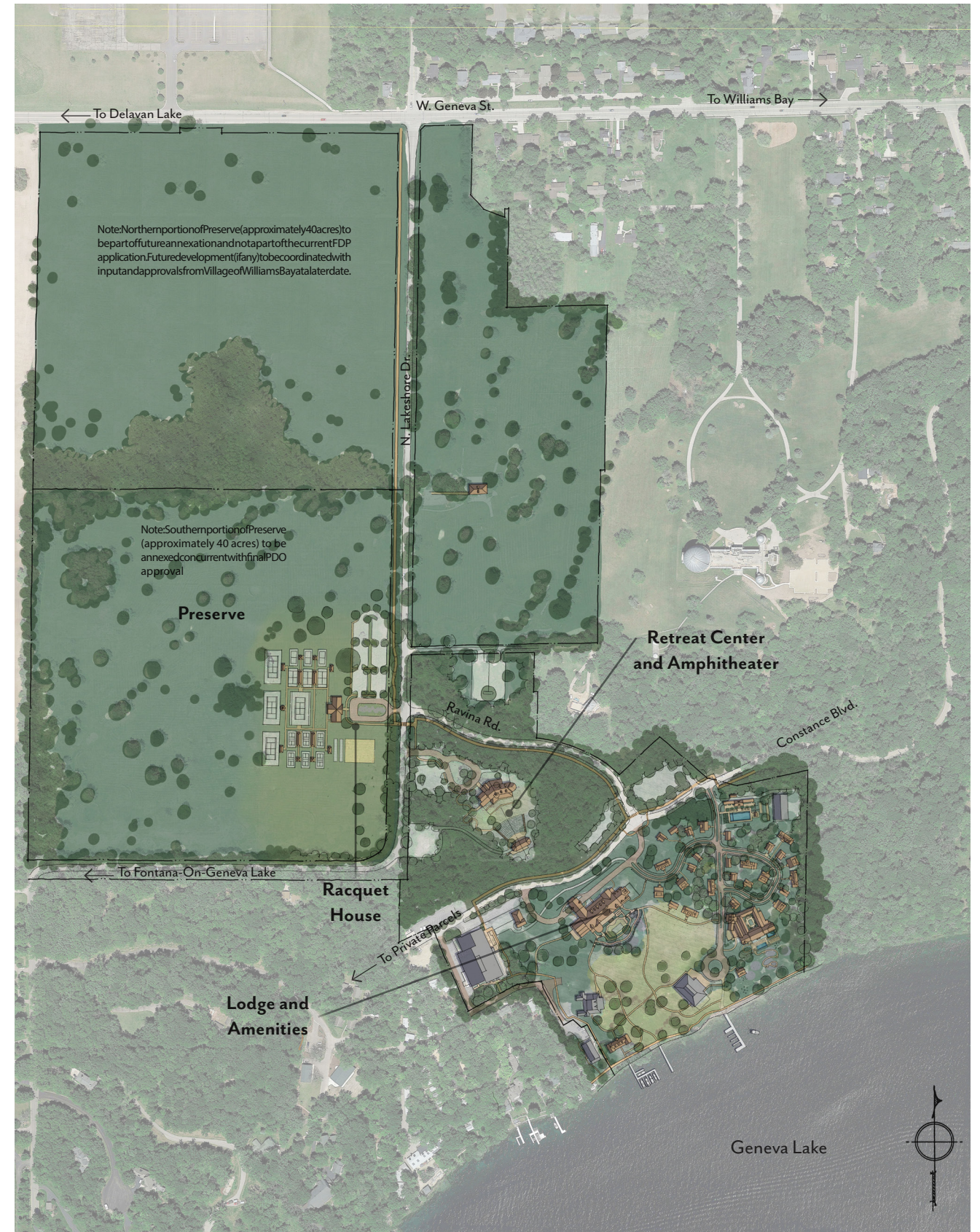
Club members and hotel guests will have access to a wealth of amenities designed to promote relaxation, wellness, and entertainment. The on-site restaurant will serve as a culinary haven, offering gourmet meals and a welcoming atmosphere for both members and visitors. The amphitheater will become the new home of Music by the Lake and be a place where the public can gather for entertainment set in nature. The racquet courts will offer state-of-the-art facilities for tennis, pickleball, and other racquet sports, promoting an active lifestyle. Additionally, a world-class spa and luxurious pool area will provide spaces for relaxation and rejuvenation.

Thoughtfully planned along the beautiful shores of Geneva Lake, the development aims to preserve and celebrate the natural beauty of the existing site, characterized by open rolling hills, mature trees, and breathtaking vistas of the lake. We are committed to maintaining these scenic attributes, ensuring that the development enhances rather than detracts from the cherished landscape.

Recognizing the importance of preserving the natural environment, the project will dedicate a significant portion of the land as a preserve. This preserve will feature well-maintained walking trails that meander through the woodlands and meadows, allowing visitors to immerse themselves in the beauty of the surroundings. The preserve will also provide access to the existing lakeshore path, encouraging exploration and fostering a deep appreciation for the lake's pristine waters.

The project is not just a development; it is a commitment to honoring the history of the YMCA camp with a low-density country lodge and cottages, continuing the Music by the Lake tradition in a new and improved venue, and boosting local tourism and economic growth while respecting and enhancing our natural environment. As it welcomes guests from near and far, the project will not only enhance the local tourism industry but also create a vibrant hub for the community to gather, explore, and create lasting memories in an idyllic setting.

We are excited about the potential of this concept to become a part of Williams Bay, offering a destination where residents and visitors can enjoy the best of what Williams Bay and Geneva Lake have to offer.



PROPOSED OVERALL SITE PLAN

SCALE: 1" = 500'





Site Information

Total Site Acreage	137 acres (Approx.)
Acreage included in the FDP application.....	98 acres
Acreage no included in the FDP application and to remain as a Preserve.....	39 acres
Total Site Lake Frontage.....	800 feet (Approx.)
Total Accommodations.....	68 keys
Lodge	60,051 s.f. (37 keys)
One-Bedroom Cottages...(Approx.)	750 s.f. each (14 keys)
Two-Bedroom Cottages...	1,845 to 2,235 s.f. each (8 keys)
Three-Bedroom Cottages.....	2,525 s.f. each (6 keys)
Boathouse Cottage.....	5,275 s.f. (2 keys)
Spa Cottage.....	1,685 s.f. (1 key)
Weidensall Restaurant.....	6,114 s.f.
Mabel Cratty Member Clubhouse.....	5,290 s.f.
Guest Services (existing).....	20,800 s.f.
Cart Barn.....	2,000 s.f.
Spa	13,742 s.f.
Pool Pavilion.....	1,959 s.f.
Retreat Center	9,623 s.f.

*Existing buildings to remain or be renovated are shown in grey

PROPOSED SITE PLAN





PROPOSED SITE PLAN - AMENITIES
SCALE: 1" = 100'





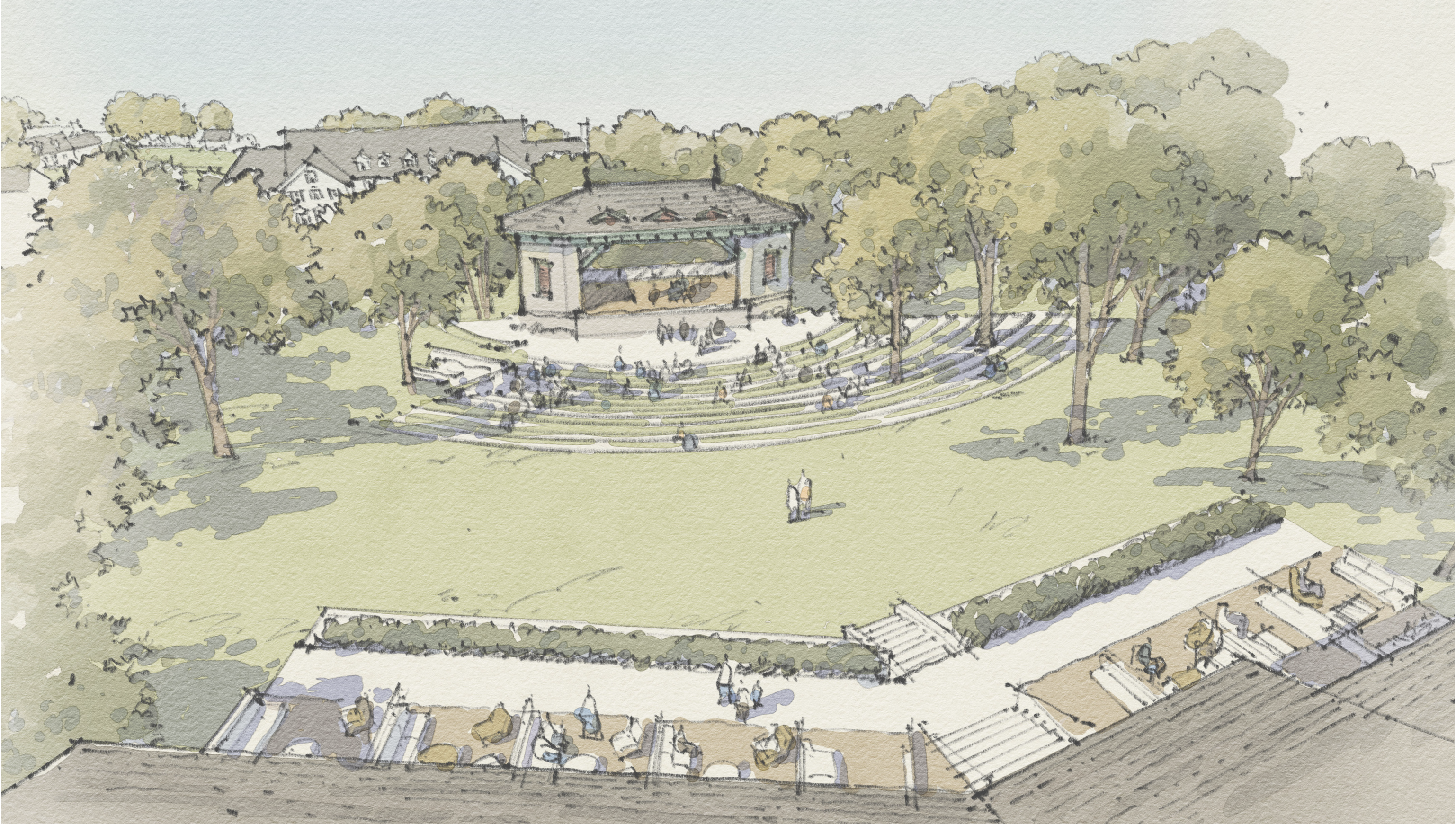
SITE AERIAL VIEW





VIEW FROM LAKE





VIEW FROM RETREAT CENTER





Stone Wall Cottage Garden



Spa Garden Water Feature



Amphitheater



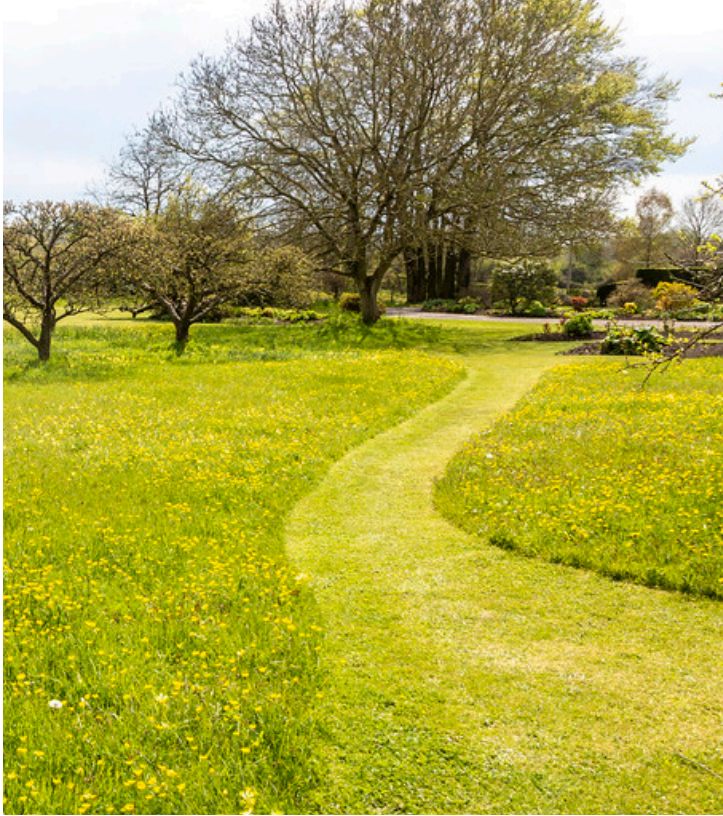
Two Track Road



Stone Walls and Lawn



Native Plantings



Grass Path Through Meadow

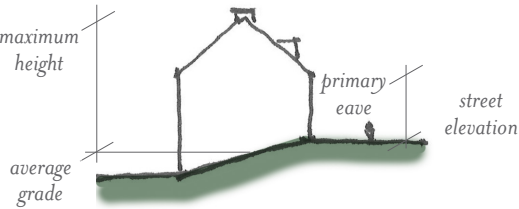


Lodge Terrace Gardens

LANDSCAPE AND HARDSCAPE PRECEDENT IMAGERY

REQUESTED PDO DESIGN FLEXIBILITIES

Existing P&I Zoning (390-0223)	Proposed PDO Zoning	Reasoning/Intent
The minimum shore yard (lake) setback is 150 feet.	Existing non-conforming structures (Boathouse Accommodations, Weidensall, and Restrooms/Accommodations next to the Ferro Pavilion) within the designated Lake Shore Yard may be rebuilt/renovated with the same habitable square footage as the existing buildings. The new buildings may be constructed in a different location, provided they are not situated any closer to the lake than the original non-conforming location which range from being 55 feet to 95 feet from the shoreline.	We would like to retain and replace/renovate the existing non-conforming buildings in the shoreline setback. In addition to this, both Topography and Water Safety feel that the proximity of the Boathouse Accommodations to the Water Safety building (a distance of 19'-4") is so close as to limit the function and access around the buildings. It also is only 7'2" from the property line which does not abide by the assigned side yard setback of 15'. To resolve this issue, we would like to shift the replacement of the Boathouse Accommodations approximately 20-30' to the east. Weidensall would be renovated. Ferro Pavilion Restrooms/Accommodations would be rebuilt in the existing location.
The minimum shore yard (lake) setback is 150 feet.	New pathways and grading will be allowed in the setback as long as the amount of impervious surface within the setback remains the same.	We would like to relocate (and in some places completely remove) some of the existing pathways across the site to reduce the amount of impervious surface and create better flow across the site to the shore path. This includes the areas within the shoreline setback. We like to bring the existing fire truck turnaround adjacent to Weidensall as close to Code as possible which will require adjusting the impervious surfaces within the setback.
The existing side yard setback requirement is 15' and the minimum pavement setback is 3'.	Existing non-conforming Structures shall be given a "Blanket Conforming State" per 390-0603.1 and existing pavement within the setback shall be allowed to remain and maintained.	Several existing buildings, roads, parking and loading areas are recurrently within the P&I assigned setbacks, particularly along the southwestern property line and Garden Place ROW to Water Safety. We would like to maintain these existing non-conformances and renovate (though not expand) the existing non-conforming structures.
The maximum building height for a Principal Building is 35' as measured from average grade. Special conditional use permit allows for 45'. The maximum building height for an Accessory Building is 15' as measured from average grade.	- The maximum height of Principal 1 Building is to be 55' as measured from average grade, so long as the primary horizontal eave does not exceed 30' as measured from the street facing elevation. - The maximum height of Principal 2 Buildings is to be 40' as measured from average grade. - The maximum height of Principal 3 Buildings is to be 30' as measured from average grade. - The height of existing buildings to remain are permitted to remain as-is. - All height limitations are exclusive of architectural elements such as chimneys, lookouts, and dormers.	The change in elevation across the property makes the building height requirement a restriction that if adhered to, would negatively impact the existing character of the site. To maintain the building heights outlined in the Ordinance for Public and Institutional Zoning while still meeting the program needs of the development, the structures would be required to have much larger footprints. While allowable from a lot coverage standpoint, this would not be desirable as it would require more invasive regrading and tree removal.



ZONING COMPARISON CHART



Existing P&I Zoning (390-0503)	Proposed PDO Zoning	Reasoning/Intent
The minimum building separation between structures shall be 30' (principal buildings) and 15' (accessory buildings)	The minimum separation between buildings (principal and accessory) shall be 10'	In the GDP submission, we depicted buildings located as close as 10 feet apart, and this spacing has been carried forward into the FDP submission. Since then, we have learned that the P&I zoning district requires a minimum building separation of 30 feet. We are requesting flexibility from this requirement to allow select buildings—such as the cottages—to be grouped more closely together. This approach supports the overall site design by creating larger, more continuous areas of open green space, reducing site disturbance, and preserving existing mature trees that would otherwise need to be removed to meet the 30-foot separation throughout.
Existing P&I Zoning (390-0223)	Proposed PDO Zoning	Reasoning/Intent
The Village defined street sections are outlined in Section 375 Article 3 of the Zoning ordinance	The street sections will be redefined to be as shown in this document on pages 28-31 to allow for the requested Village utilities and less intrusive regrading along the new ROW's while keeping as much of the existing tree canopy as possible.	The existing street sections outlined in the Zoning Code are provided as a generic fit for all streets. While providing the requested Right of Way width and needed utilities within these Right of Ways, the development would like to propose an alternate street section that allows for less intrusive grading along the new ROW's while keeping as much of the existing tree canopy as possible to preserve the rural and idyllic character of the streets.
Per parking ratio outlined in 390-0309.c.4, 875 spaces are required for special event use of the amphitheater with 3,500 people in attendance.	Parking for special events will be allowed to use off-site parking at the Williams Bay High School. Off-site parking and shuttles will be coordinated by the development.	To allow for events up to 3,500 without creating permanent, impervious parking lots that will have limited use (only 8-10 times a year), parking can be provided by roping off an area of the preserve and using the high school lot north of the property as has been done historically.
Existing P&I Zoning (390-0802 and 390-0821)	Proposed PDO Zoning	Reasoning/Intent
- The entire development shall provide for pedestrian furniture in appropriate quantities and locations; and a central pedestrian gathering area. - The development shall provide exterior pedestrian furniture in appropriate locations at a minimum rate of one seat for every 10,000 square feet of gross floor area. Seating in food service areas or other areas where food or merchandise purchasing activities occur shall not count toward this requirement.	- Benches and pedestrian furniture will be provided along public routes and right-of-ways (public multi-use path and lake shore path) as shown in diagram on page 86 for reasonable accommodation. - Within the private portion of the development, benches and pedestrian furniture will be provided as shown in diagram on page 74 for reasonable accommodation.	Based on the noted Code, more than 125 seats would be required on the property to meet the 1/10,000sf stipulated. Based on the limited occupancy and intended private use of a significant portion of the property, applying the public-seating ratio based solely on gross floor area produces a requirement that is disproportionate to the site's actual frontage, sidewalk capacity, and expected use. A variance is warranted to align the intent of the standard (reasonable pedestrian accommodation) with the project's context, while allowing alternative measures (e.g., a modest number of benches at public pedestrian locations) that provide meaningful public benefit without creating excessive, impractical streetscape clutter.

ZONING COMPARISON CHART



Existing P&I Zoning (390-0906)	Proposed PDO Zoning	Reasoning/Intent
B. Building foundations. Certain buildings or building additions constructed after the effective date of this Chapter are required to be accented by a minimum amount of landscaping placed near the building foundation. (1) Foundation landscaping shall be placed so that at maturity, the plant's drip line is located within 10 feet of the building foundation. Such landscaping shall not be located in those areas required for landscaping as street frontages, paved areas, protected green space areas, reforestation areas, or bufferyards. (2) For each 100 feet of building foundation perimeter, the landscaping installed shall at a minimum meet the number of landscaping points specified in Figure 390-0906. The actual number of points required for such landscaping shall be computed on a prorated basis, and installed and permanently maintained. (3) Shade trees and tall trees shall not be used to meet the foundation landscaping requirement. The intent of this Section is to require a visual break in the mass of buildings and to require a visual screen of a minimum of six feet in height for all exterior perimeter appurtenances (such as HVAC/utility boxes, standpipes, stormwater discharge pipes and other pipes). (4) If the officially approved site plan depicts a future building extension, the foundation landscaping requirements shall be calculated by measuring the length of the total perimeter. However, foundation plantings need only be installed based on the landscape points calculated from the portion of the building perimeter that will not be affected by building extension. If this results in a point requirement not met by the initial planting, then the requirements shall be met within five years after the issuance of the building permit, or within such larger time period as established in writing by the Plan Commission.	Relief is requested based on the unique scale and context of this application as a planned unit development. The character of the planting design is composed to create a cohesively considered landscape theme to unify both new and existing structures and to complement the overall campus appearance. The zoning code landscape requirements are targeted at freestanding, individual commercial buildings rather than a coordinated collection of designed architectural buildings with a unified landscape design. Presently, buildings on the campus do not in all cases have 360-degree foundation landscape plantings which in effect allow the architectural features to express simplicity and to present those architectural details rather than blanket the buildings uniformly in plantings.	Planting plans will enhance the present landscape with a comprehensive design that will keep the existing sense of place and be complementary to both the current and future buildings and overall planned campus like surroundings. With exception of consistently providing 360-degree foundation plantings, the applicant will include screening of street frontages, paved areas, parking areas, reforestation areas and bufferyards. On a case-by-case basis, landscape of building foundations will still be provided to address expanses of those building foundations where appropriate and include screening for mechanical and/or utility areas. The applicant recognizes 'Section 390-0906, Landscape requirements for regular developments, subsection (B)(2) Foundation Planting-landscape points required for each 100 feet of building foundation perimeter. The final Landscape plans will provide a comprehensive table summarizing equivalent points of the required number of landscape plant materials. This will be partially provided at foundations and supplemented at strategic locations including the overall grounds, specialty gardens, woodland canopy enhancement, lakeshore path area, Spagardens, Racquet Courts plantings, Cottages, Pool, and Lodge gardens as features that are not otherwise required by code. Overall, plant point numbers will meet the required equivalent quantities within the overall site area.
Existing P&I Zoning (390-0906)	Proposed PDO Zoning	Reasoning/Intent
Per 390-0906.D.4, Parking lot design shall employ interior landscaped islands with a minimum of 350 square feet at all parking aisle ends, and in addition, shall provide a minimum of one landscaped island of a minimum of 350 square feet in each parking aisle for every 20 cars in that aisle.	- For the two guest parking lots just north of Constance, no landscaped islands will be required. - For the existing lot to remain, no landscaped islands will be required.	- The two guest parking lots north of Constance will be valet parking lot only. These areas will be heavily screened with landscape from both the street and pedestrian path, and access will be limited to staff only (staff moving guest vehicles in and out). - Existing non-conforming parking lot shall be given a "Blanket Conforming State" per 390-0605. Band existing pavement within the setback shall be allowed to remain and be maintained.

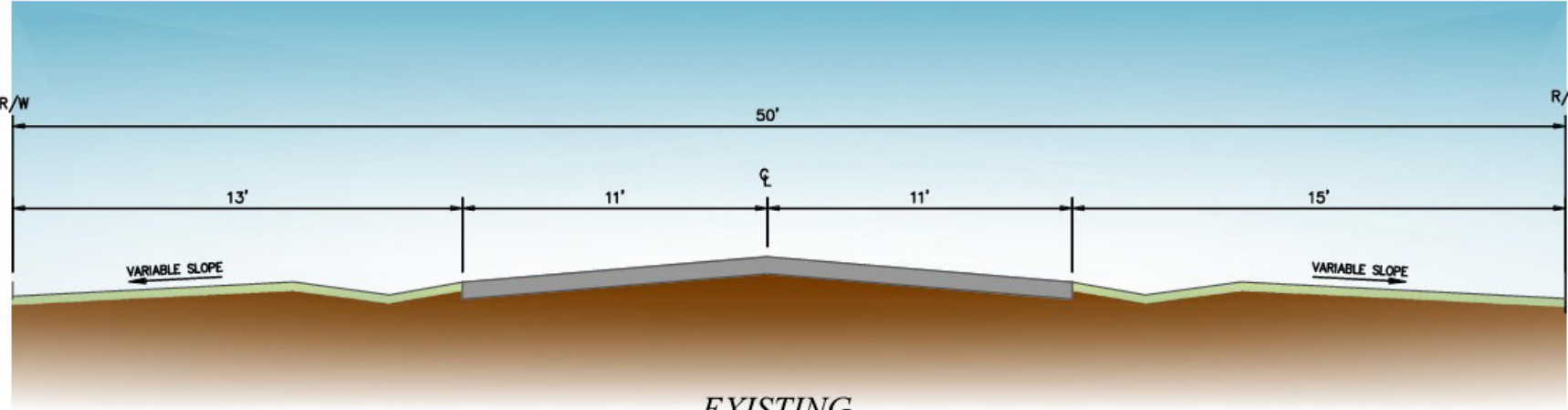
ZONING COMPARISON CHART



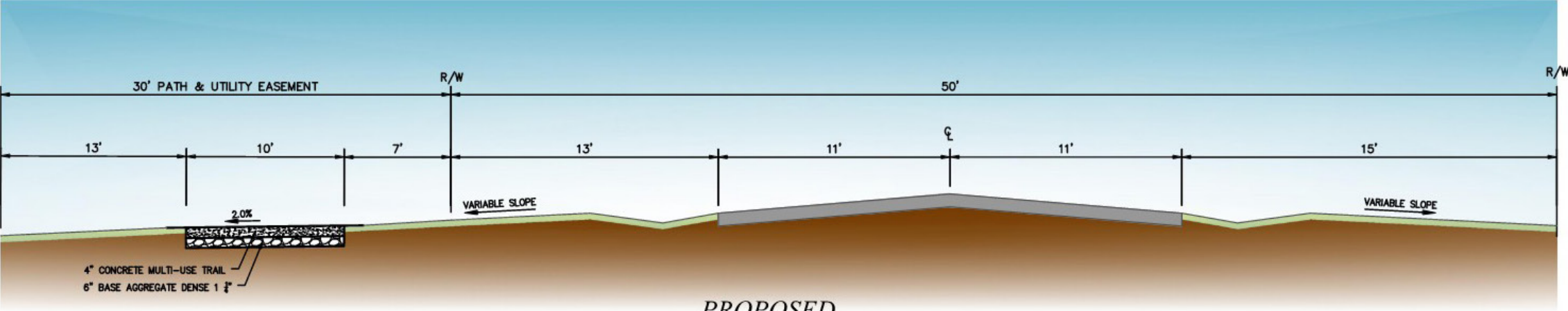


PROPOSED BUILDING CATEGORY CLASSIFICATIONS





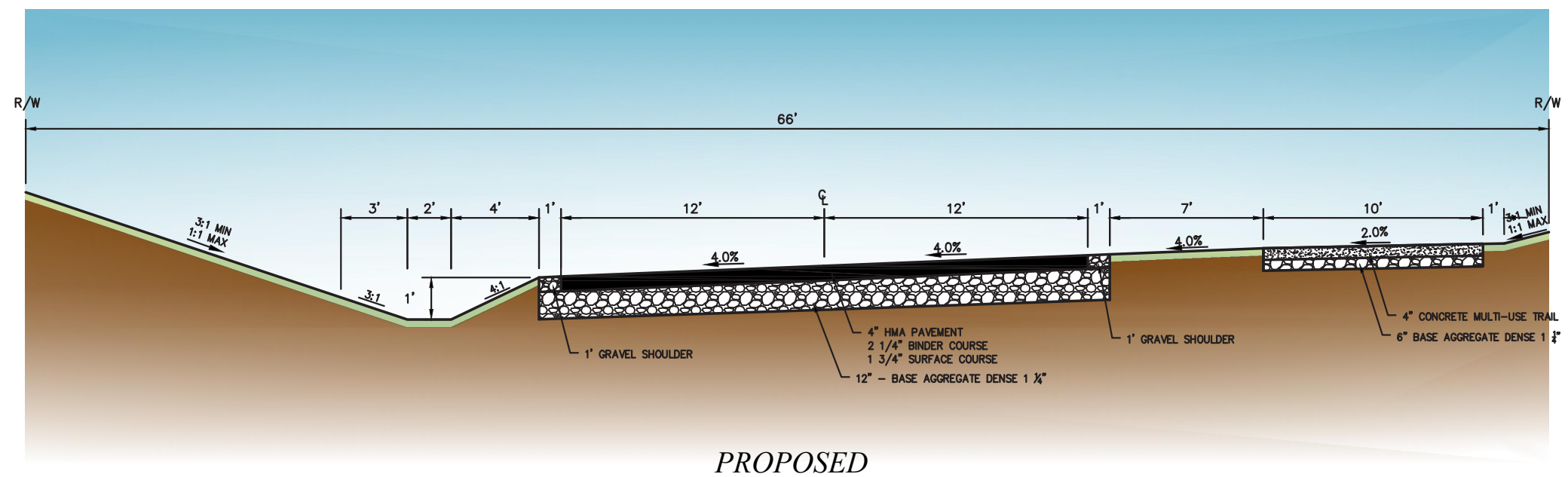
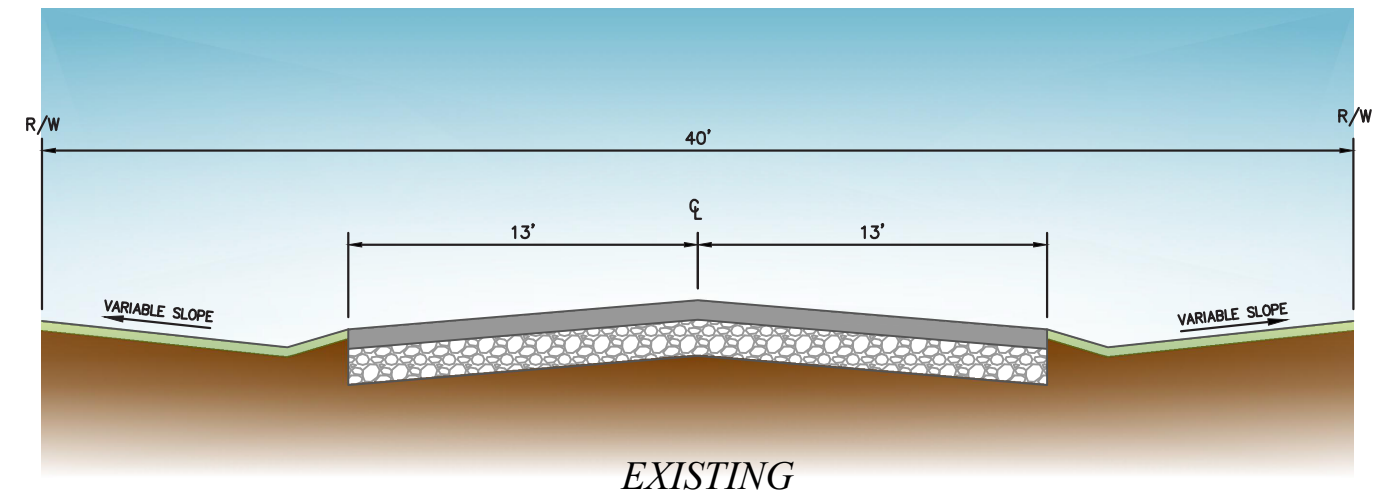
EXISTING



PROPOSED

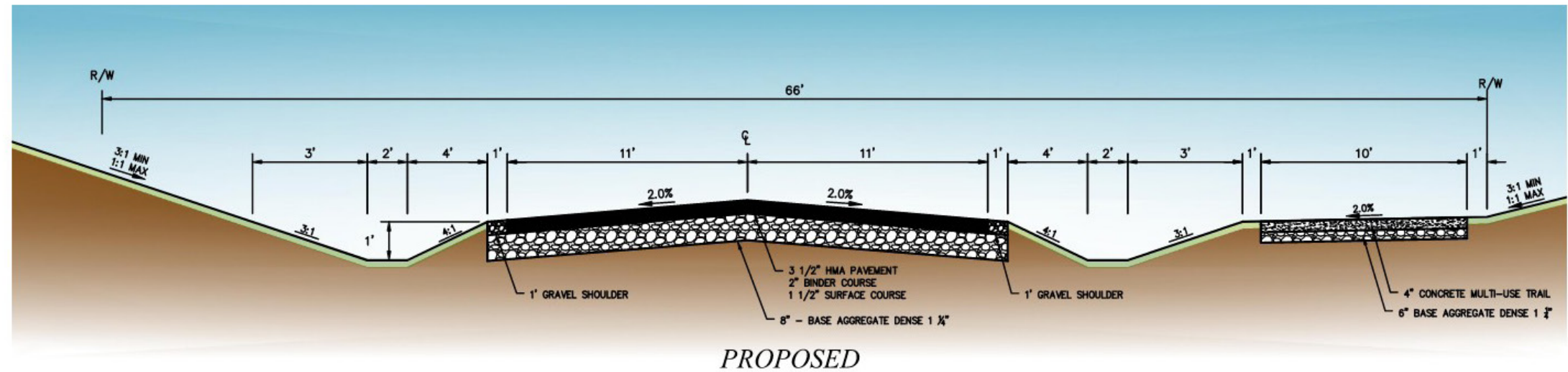
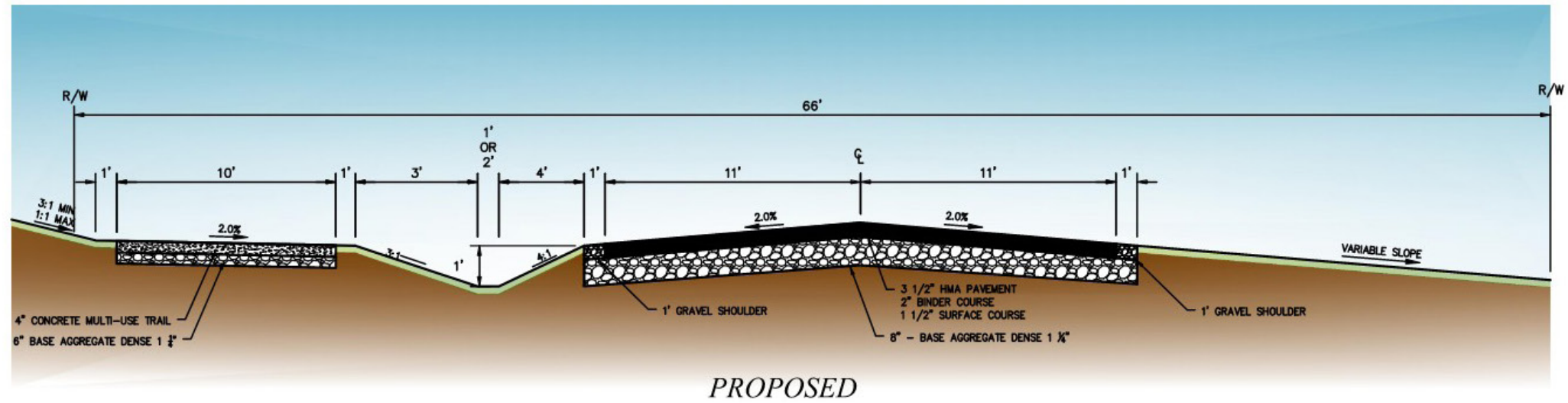
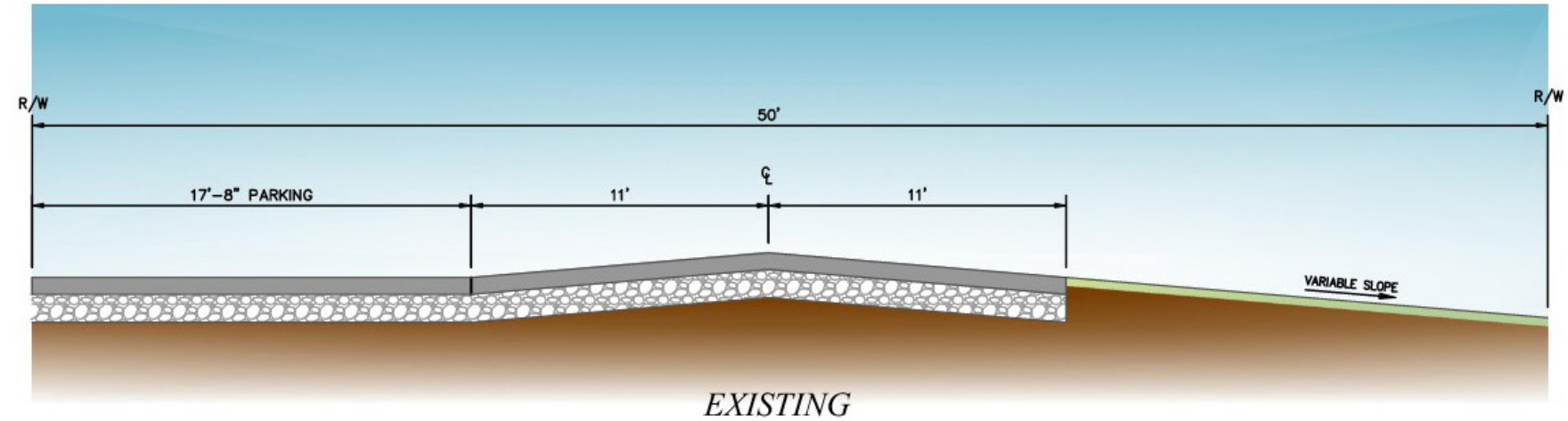
LAKE SHORE DRIVE STREET SECTION DIAGRAMS





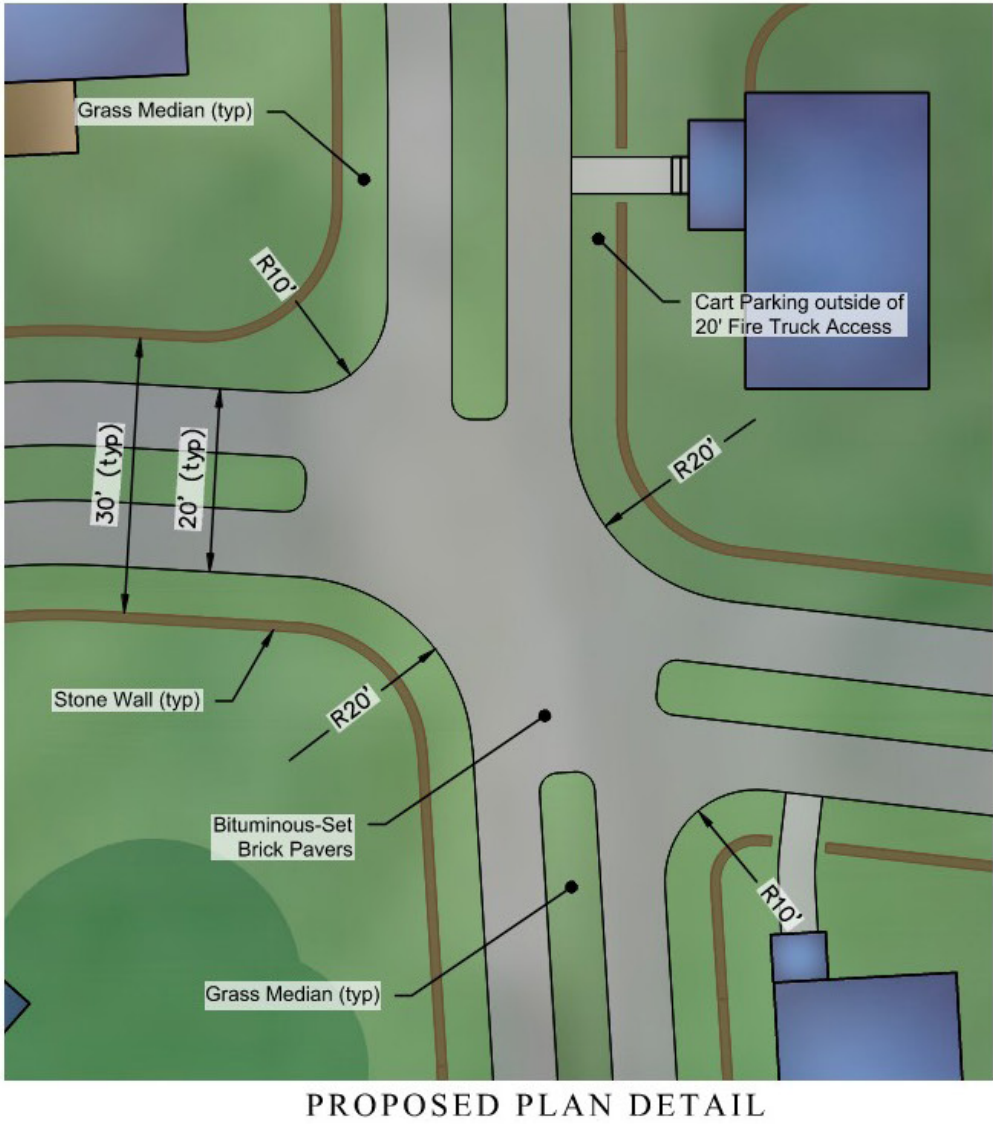
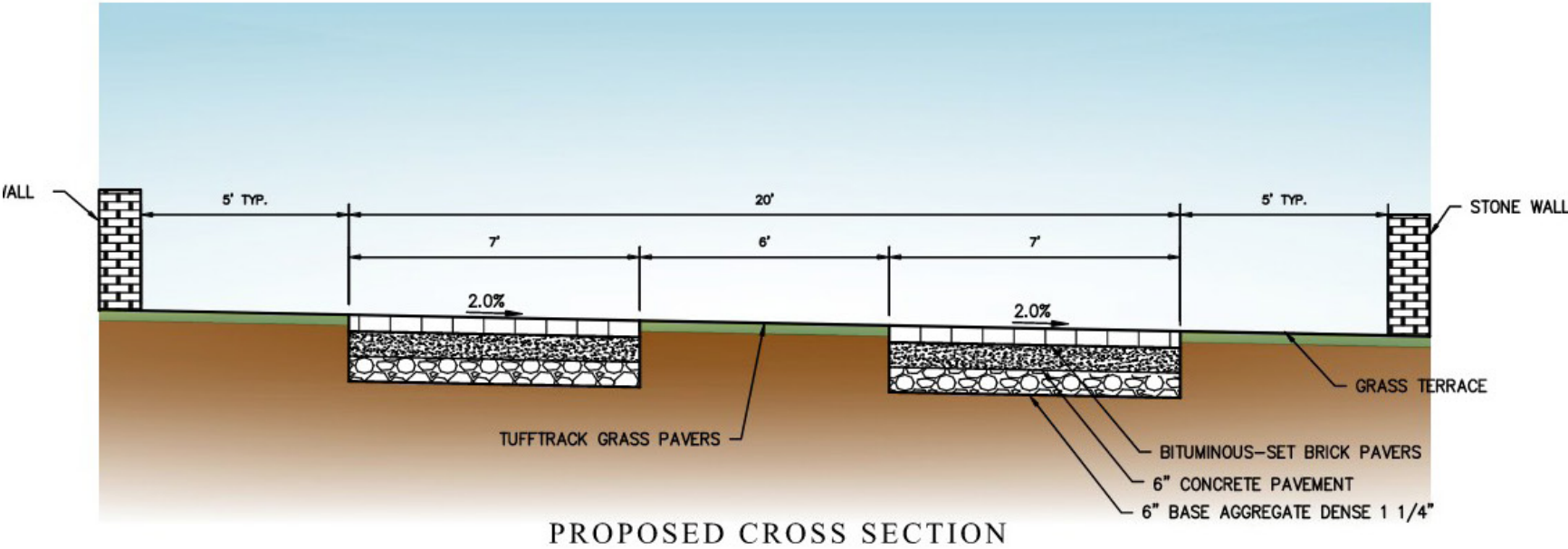
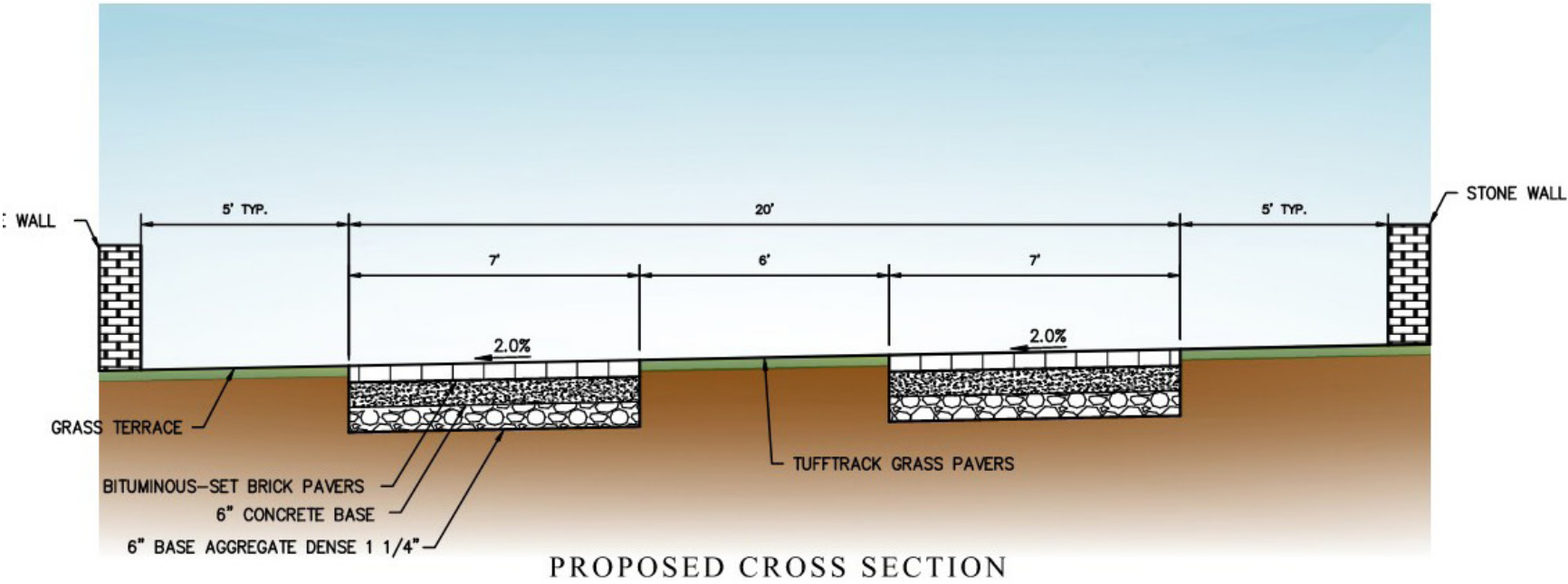
RAVINIA ROAD STREET SECTION DIAGRAMS





CONSTANCE BOULEVARD STREET SECTION DIAGRAMS



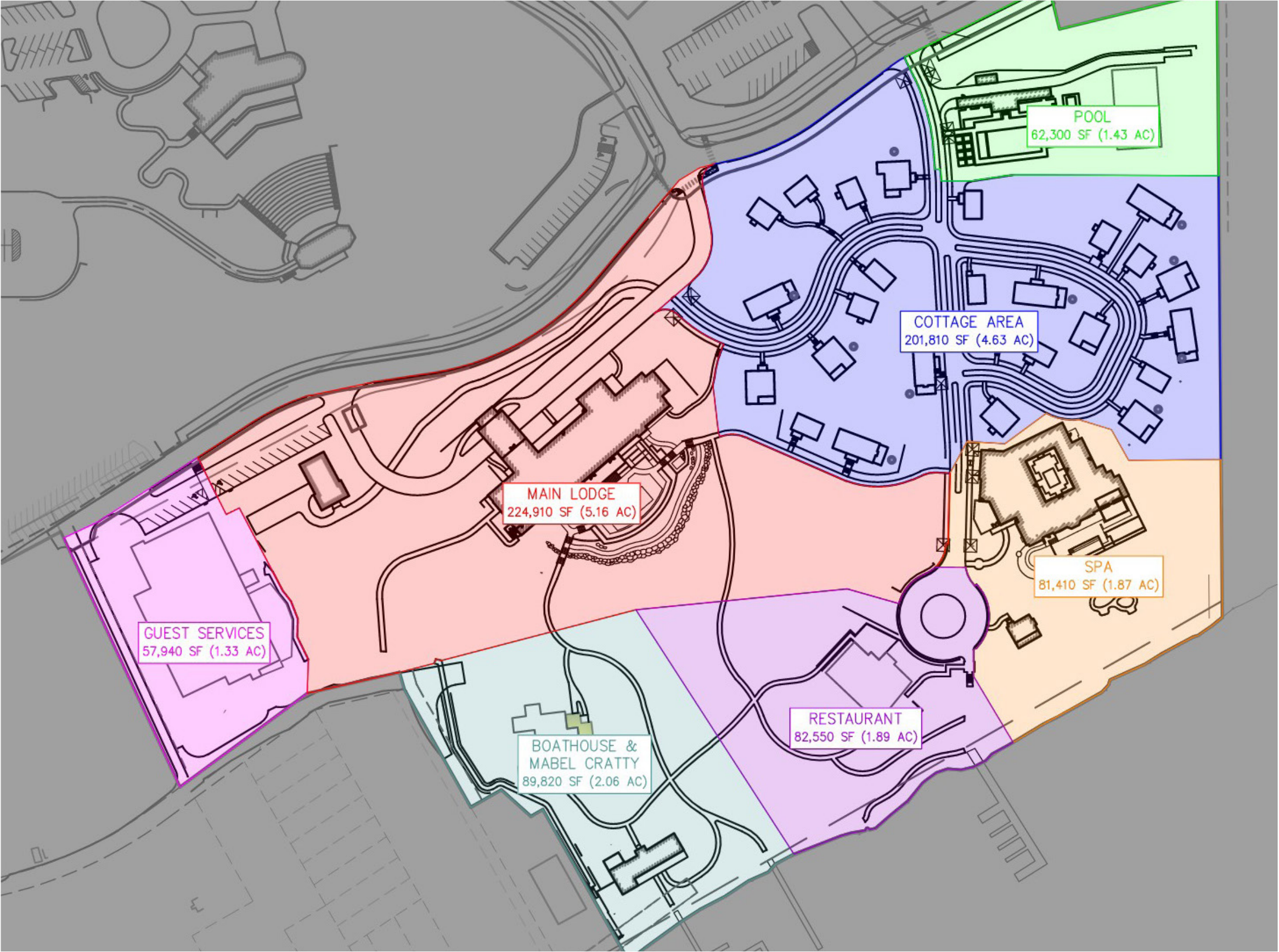


TWO TRACK WALKING LANES & EMERGENCY SERVICES ACCESS
STREET SECTION & DETAIL DIAGRAMS



PROPOSED SITE INFORMATION

ROW'S, UTILITIES, EASEMENTS, ENVIRONMENTAL, AND ACCESS



LAND USE DIAGRAM
SCALE: 1" = 120'



Lot 2 Calculations (Amphitheater)

GDP Lot 2	
Total Area	406076
Total Impervious Area	84247
Total Pervious Area	321829
Landscape Ratio (LSR)	79.25%
Building Coverage	10091
Building Coverage Ratio	2.49%
Paths	16613
Parking Lots/Driveways/Roads	57543
Buildings	10091
Total Impervious	84247

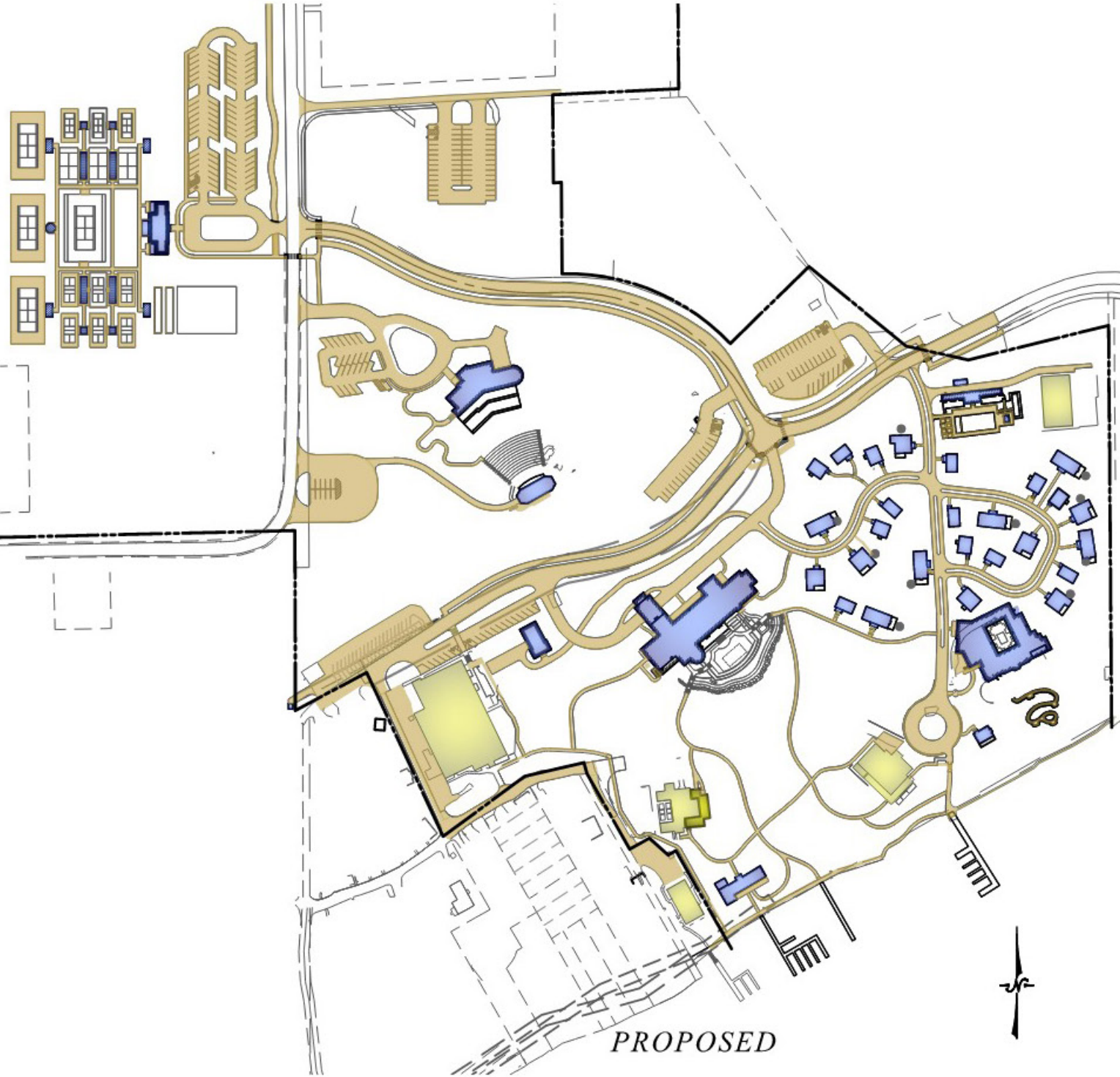
FDP Lot 2	
Total Area	406076
Total Impervious Area	86645
Total Pervious Area	319431
Landscape Ratio (LSR)	78.66%
Building Coverage	13045
Building Coverage Ratio	3.21%
Paths	19388
Parking Lots/Driveways/Roads	54212
Buildings	13045
Total Impervious	86645

Lot 4 Calculations (Lodge and Cottages)

GDP Lot 4	
Total Area	790546
Total Impervious Area	229407
Total Pervious Area	561139
Landscape Ratio (LSR)	70.98%
Building Coverage	104463
Building Coverage Ratio	13.21%
Paths	50662
Parking Lots/Driveways/Roads	74282
Buildings	104463
Total Impervious	229407

FDP Lot 4	
Total Area	790546
Total Impervious Area	251646
Total Pervious Area	538900
Landscape Ratio (LSR)	68.17%
Building Coverage	119900
Building Coverage Ratio	15.17%
Paths	52825
Parking Lots/Driveways/Roads	78921
Buildings	119900
Total Impervious	251646





BUILDING AND ROAD COVERAGE DIAGRAM
SCALE: 1" = 250'





PROPOSED UTILITIES DIAGRAM
SCALE: 1" = 225'





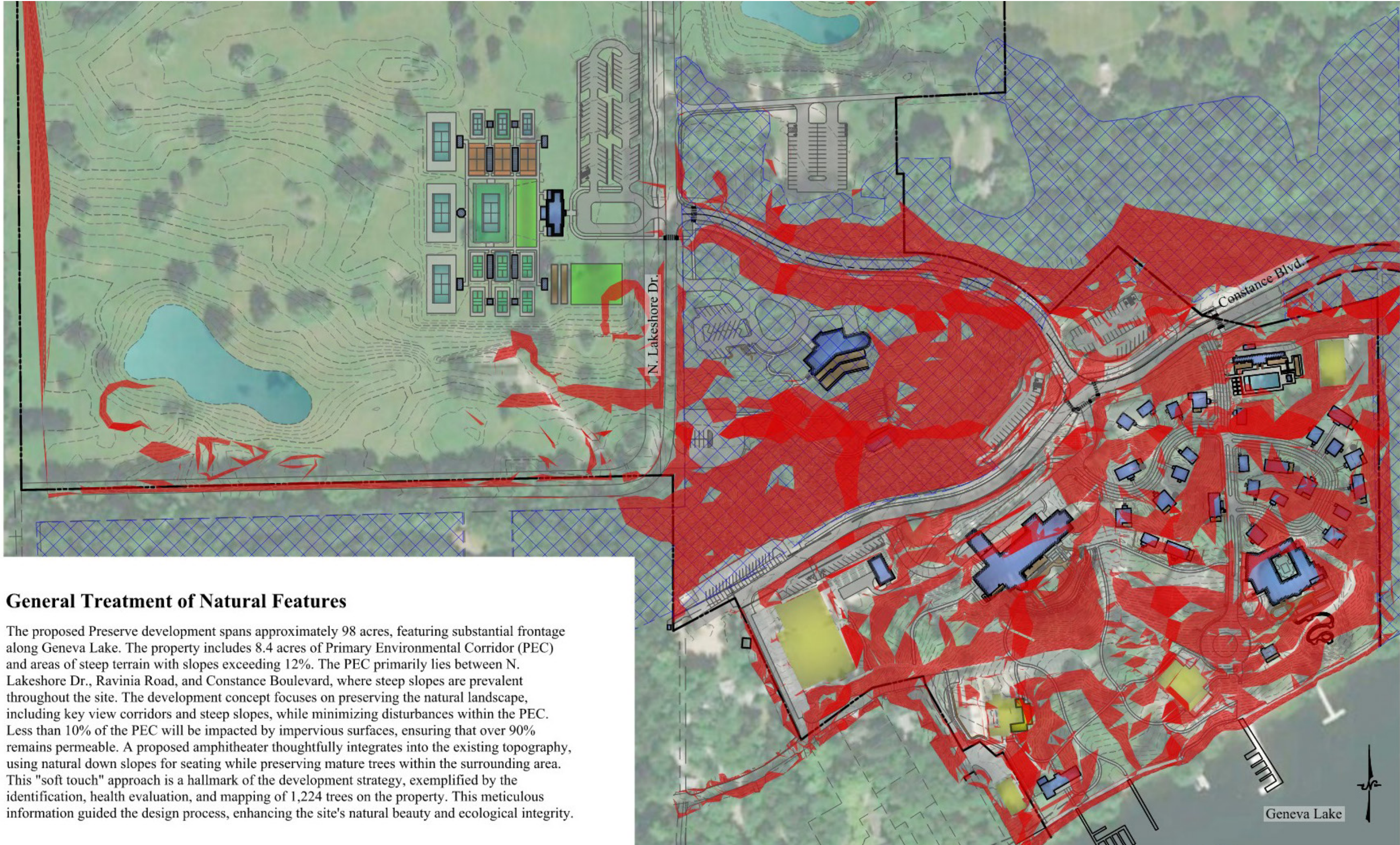
PROPOSED STORM WATER AND STORM SEWER DIAGRAM
SCALE: 1" = 225'





PROPOSED RIGHT OF WAYS AND EASEMENTS DIAGRAM
SCALE: 1" = 350'





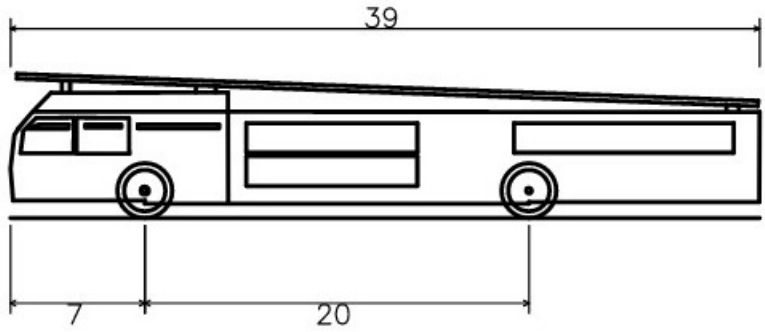
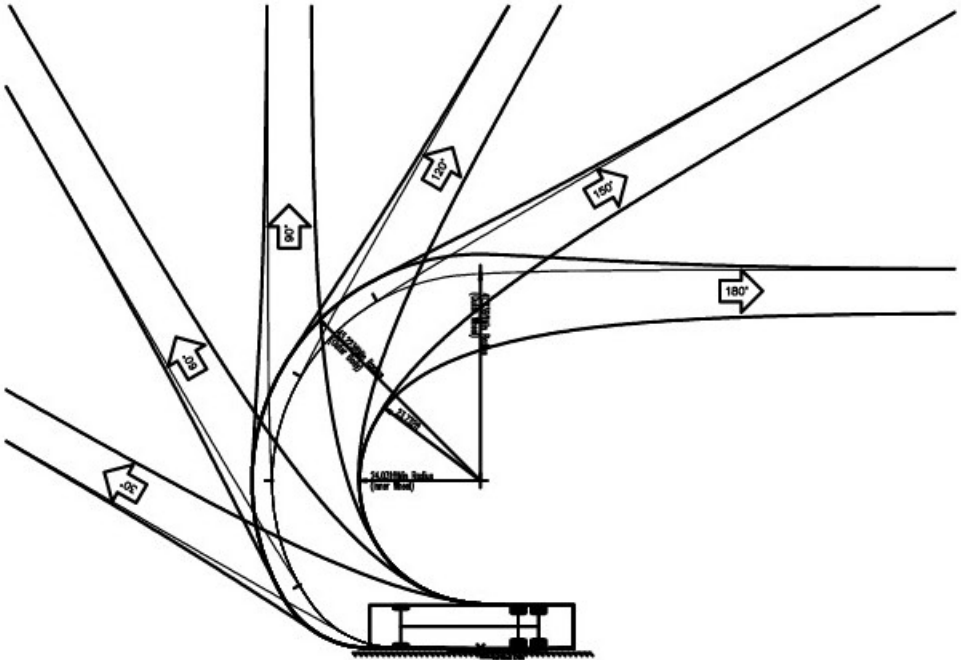
General Treatment of Natural Features

The proposed Preserve development spans approximately 98 acres, featuring substantial frontage along Geneva Lake. The property includes 8.4 acres of Primary Environmental Corridor (PEC) and areas of steep terrain with slopes exceeding 12%. The PEC primarily lies between N. Lakeshore Dr., Ravinia Road, and Constance Boulevard, where steep slopes are prevalent throughout the site. The development concept focuses on preserving the natural landscape, including key view corridors and steep slopes, while minimizing disturbances within the PEC. Less than 10% of the PEC will be impacted by impervious surfaces, ensuring that over 90% remains permeable. A proposed amphitheater thoughtfully integrates into the existing topography, using natural down slopes for seating while preserving mature trees within the surrounding area. This "soft touch" approach is a hallmark of the development strategy, exemplified by the identification, health evaluation, and mapping of 1,224 trees on the property. This meticulous information guided the design process, enhancing the site's natural beauty and ecological integrity.

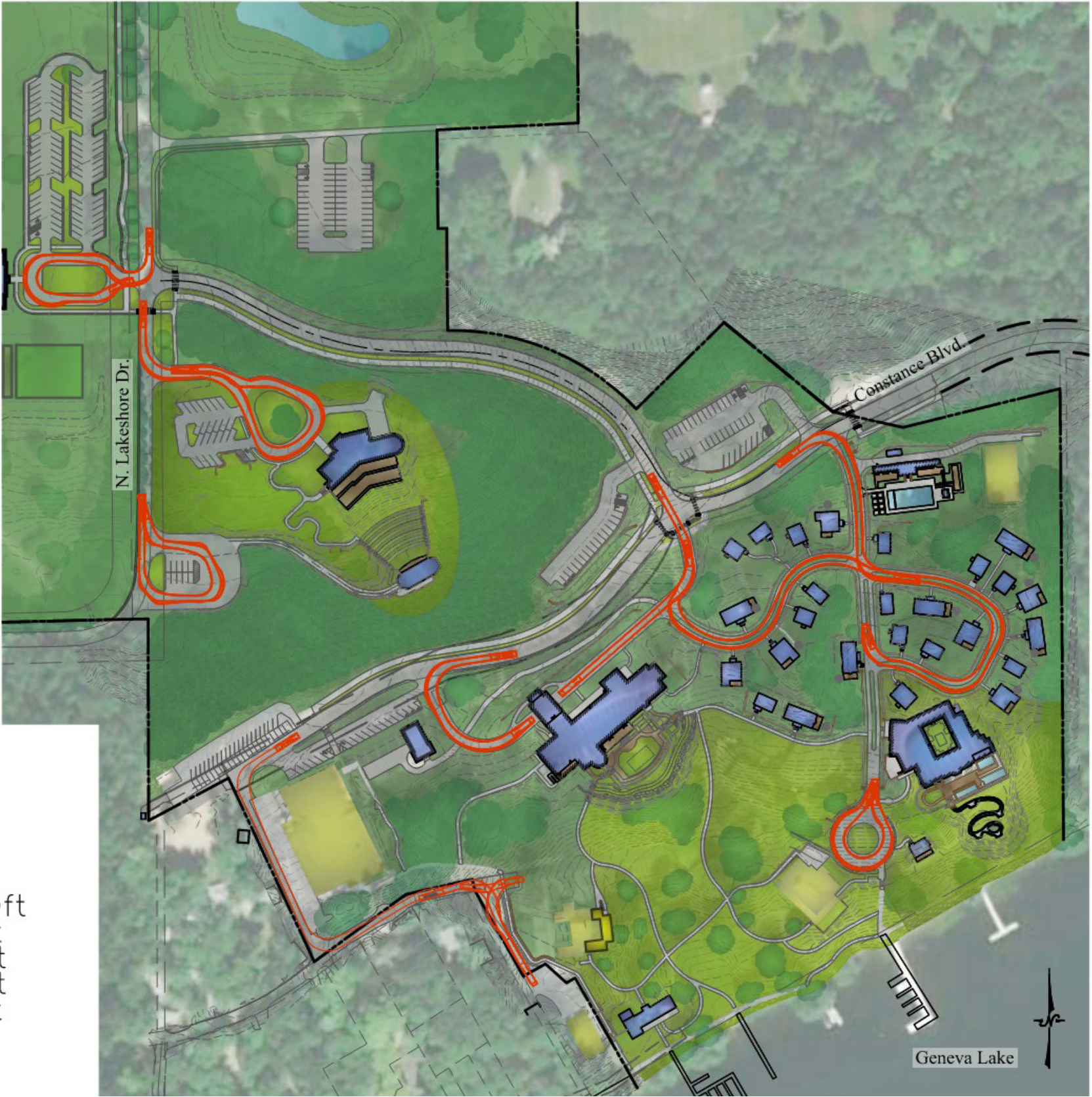
ENVIRONMENTAL CORRIDOR AND STEEP SLOPES
ENVIRONMENTAL CORRIDOR AND STEEP SLOPES

-  = Environmental Corridor
-  = Steep Slopes





Aerial Fire Truck	
Overall Length	39.000ft
Overall Width	8.167ft
Overall Body Height	7.500ft
Min Body Ground Clearance	0.750ft
Track Width	8.167ft
Lock-to-lock time	5.00s
Max Wheel Angle	45.00°



EMS ACCESS DIAGRAM



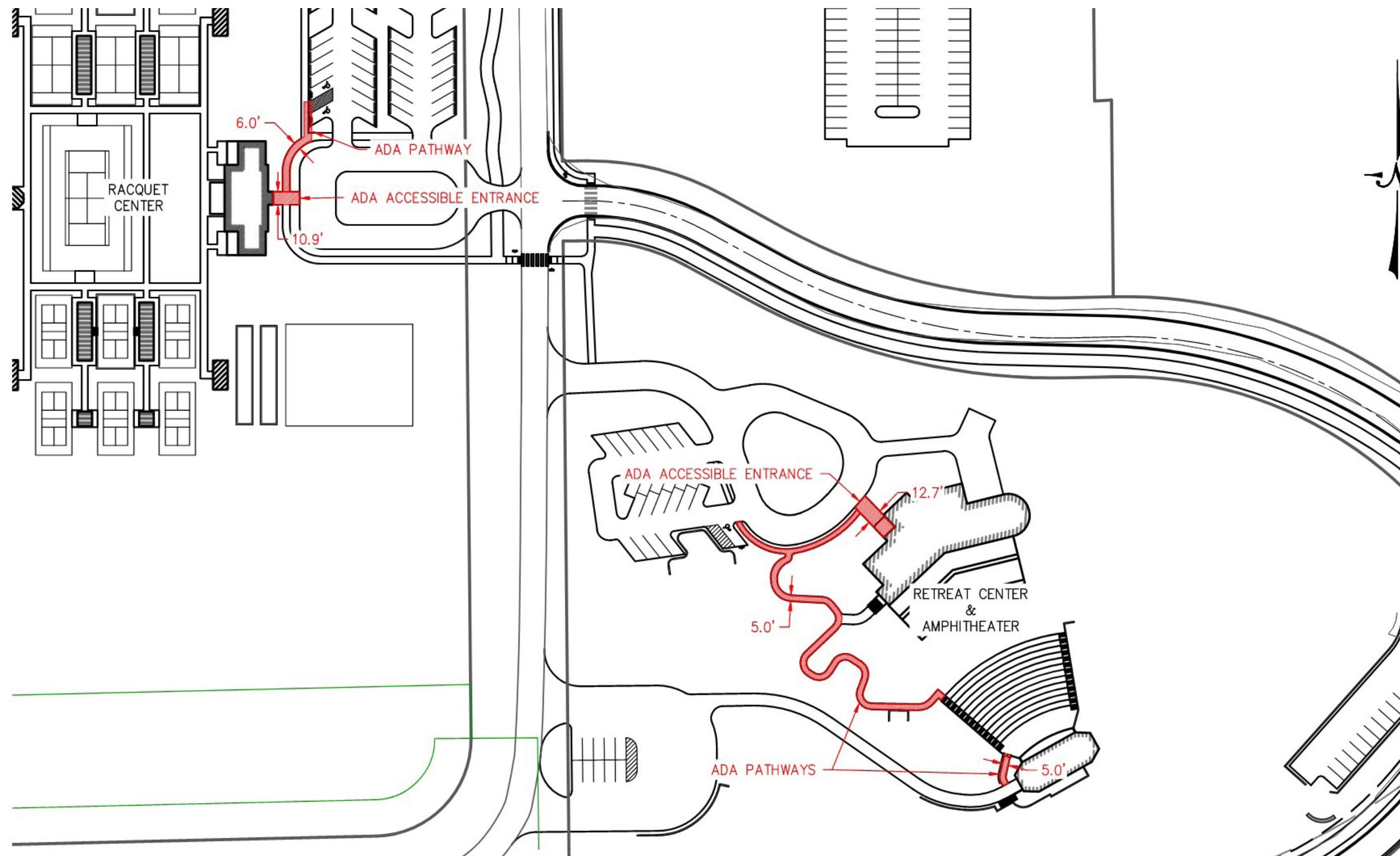


INTERNAL ROAD SLOPES DIAGRAM



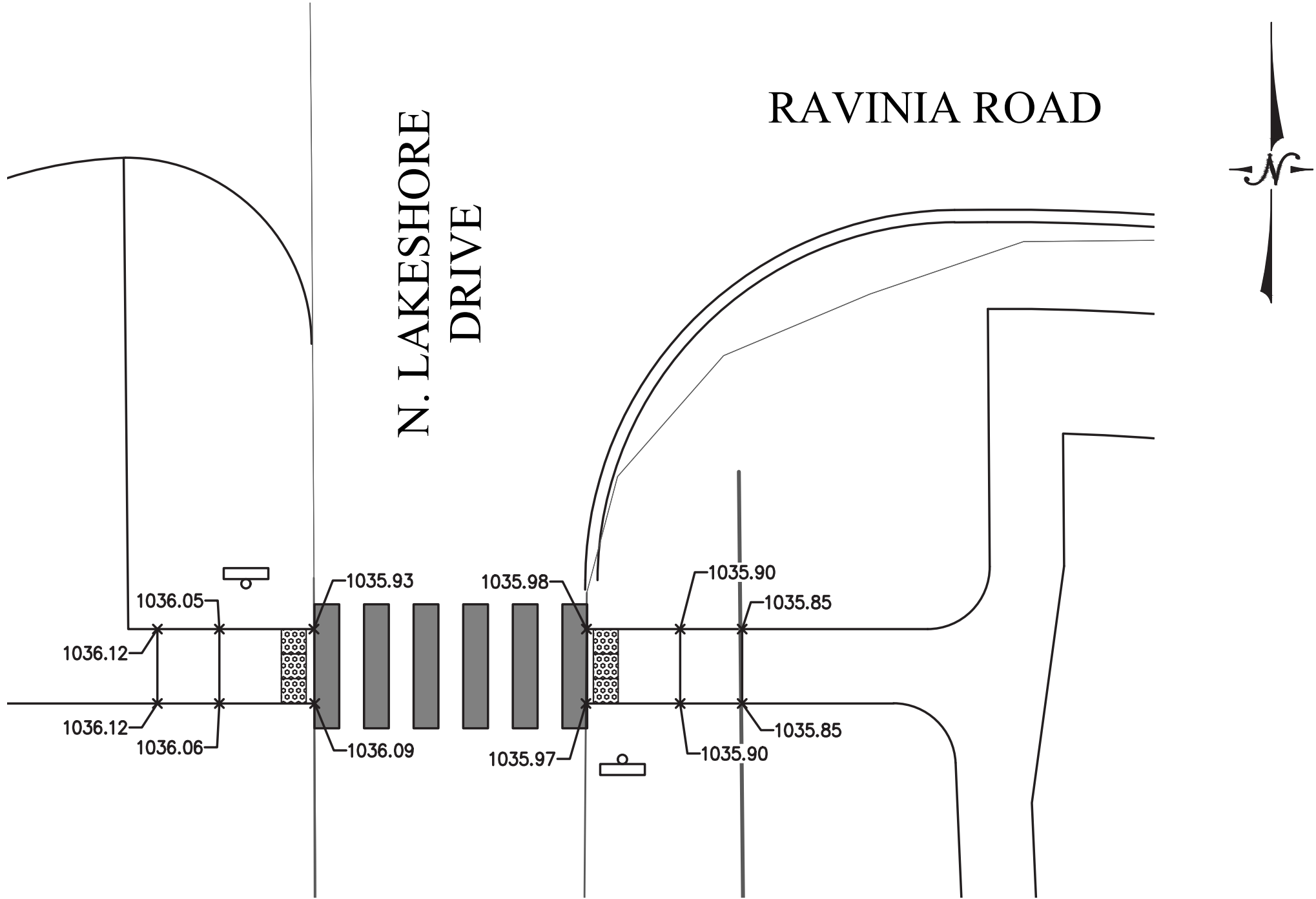


SCALE: 1" = 120'



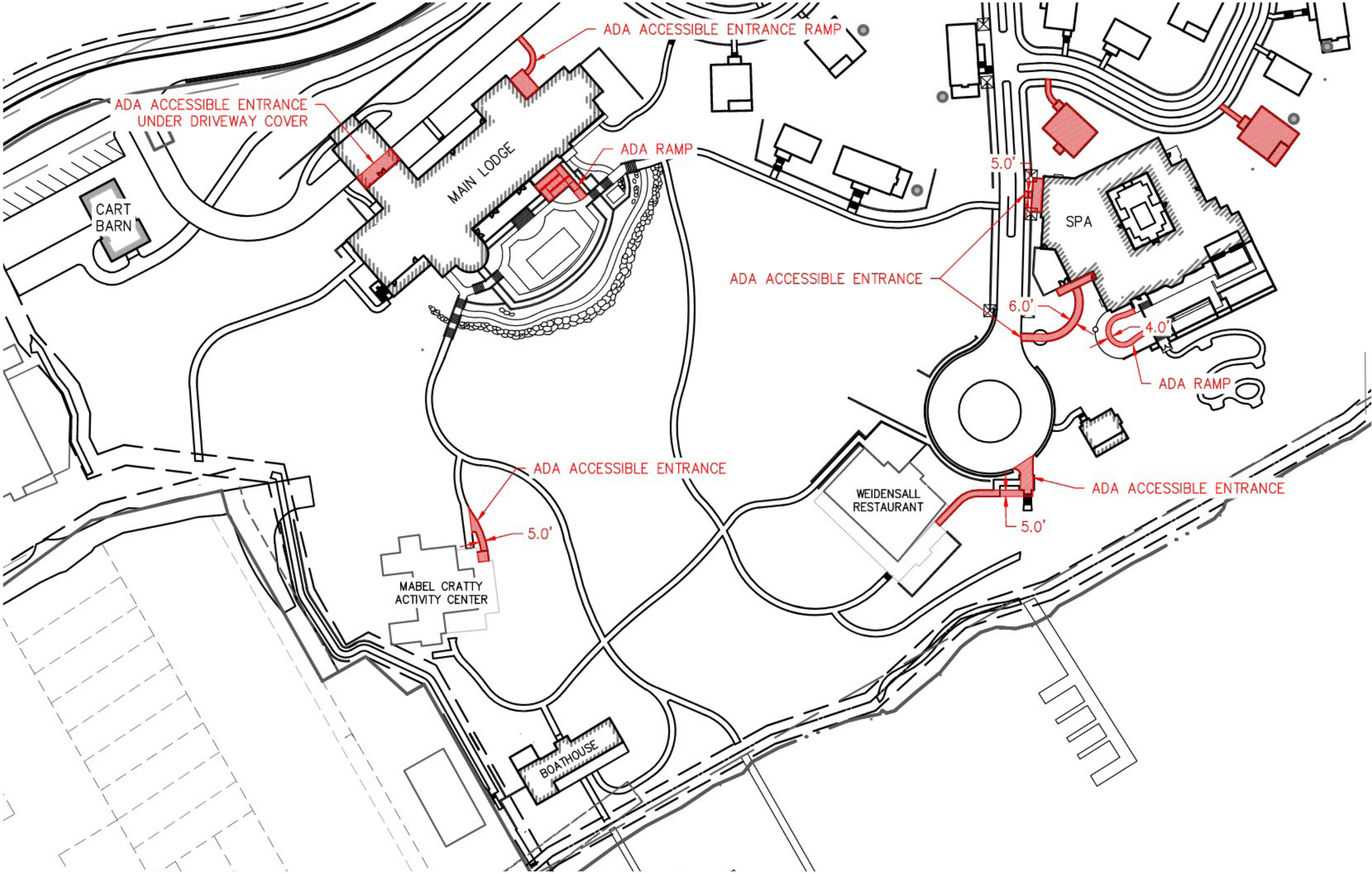
ADA ACCESS - RACQUET HOUSE AND AMPHITHEATER
SCALE: 1" = 80'





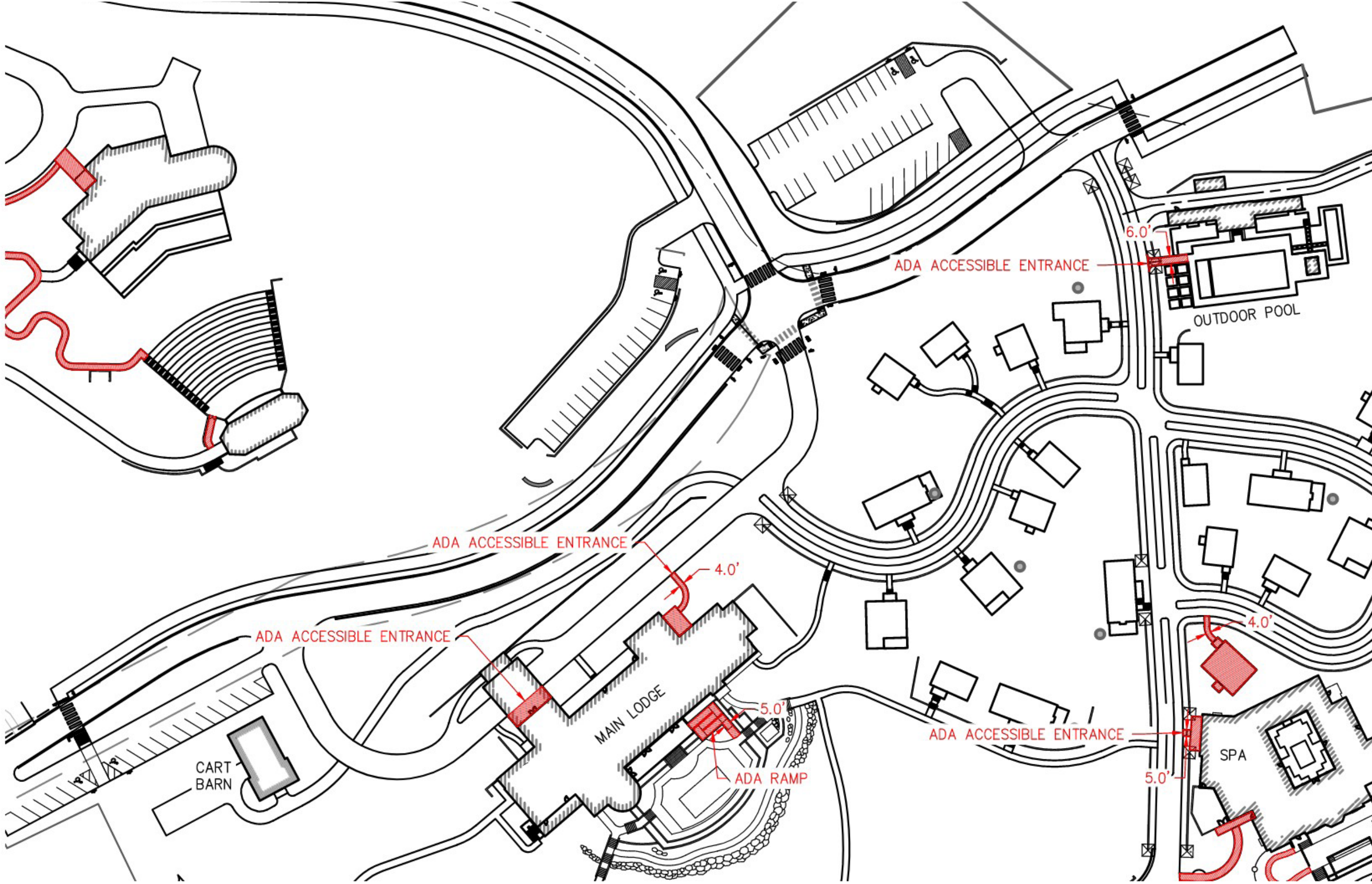
ADA CROSSWALK - LAKESHORE DRIVE
SCALE: 1" = 10'





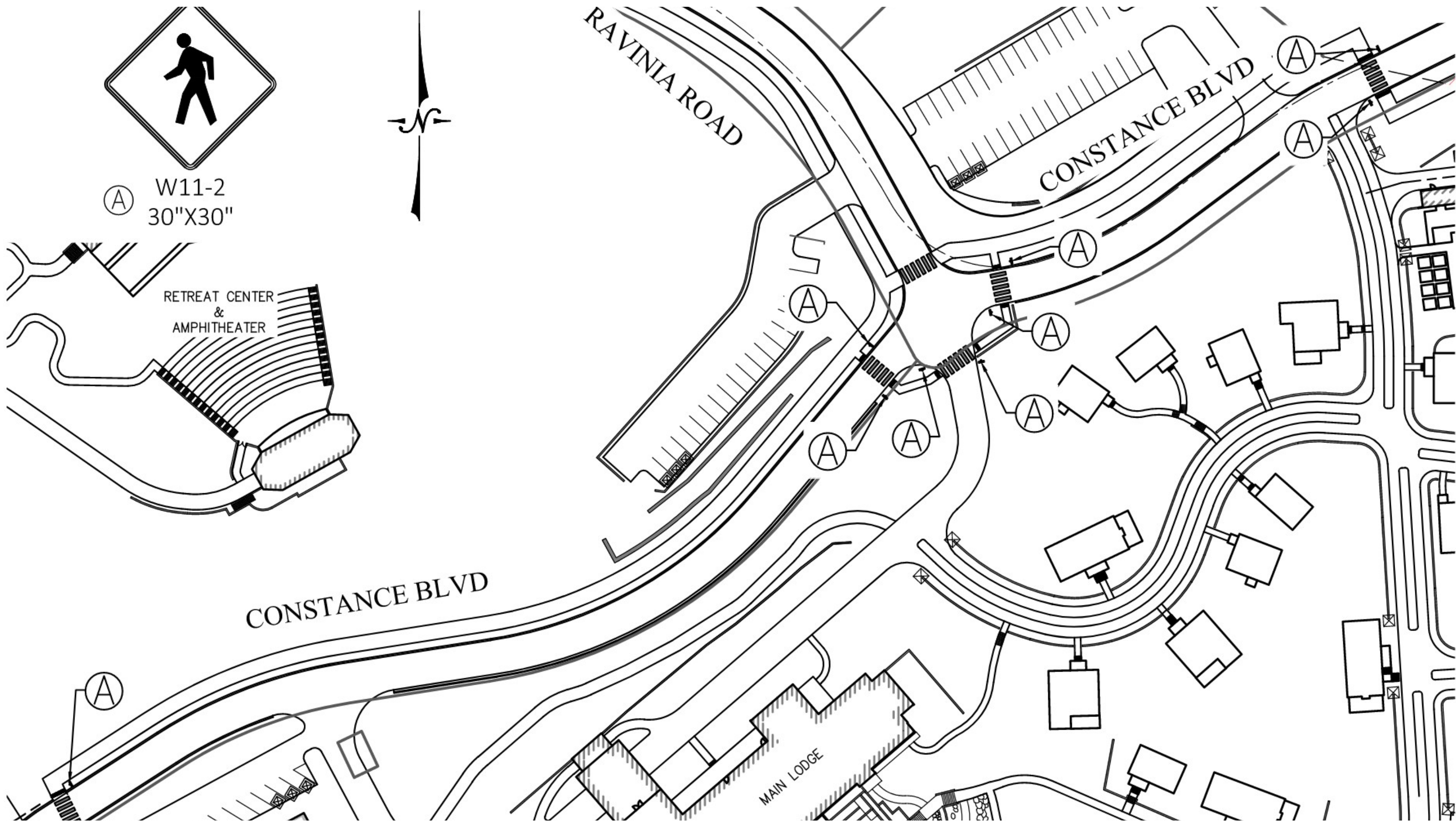
ADA ACCESS - SPA AND RESTAURANT
SCALE: 1" = 80'





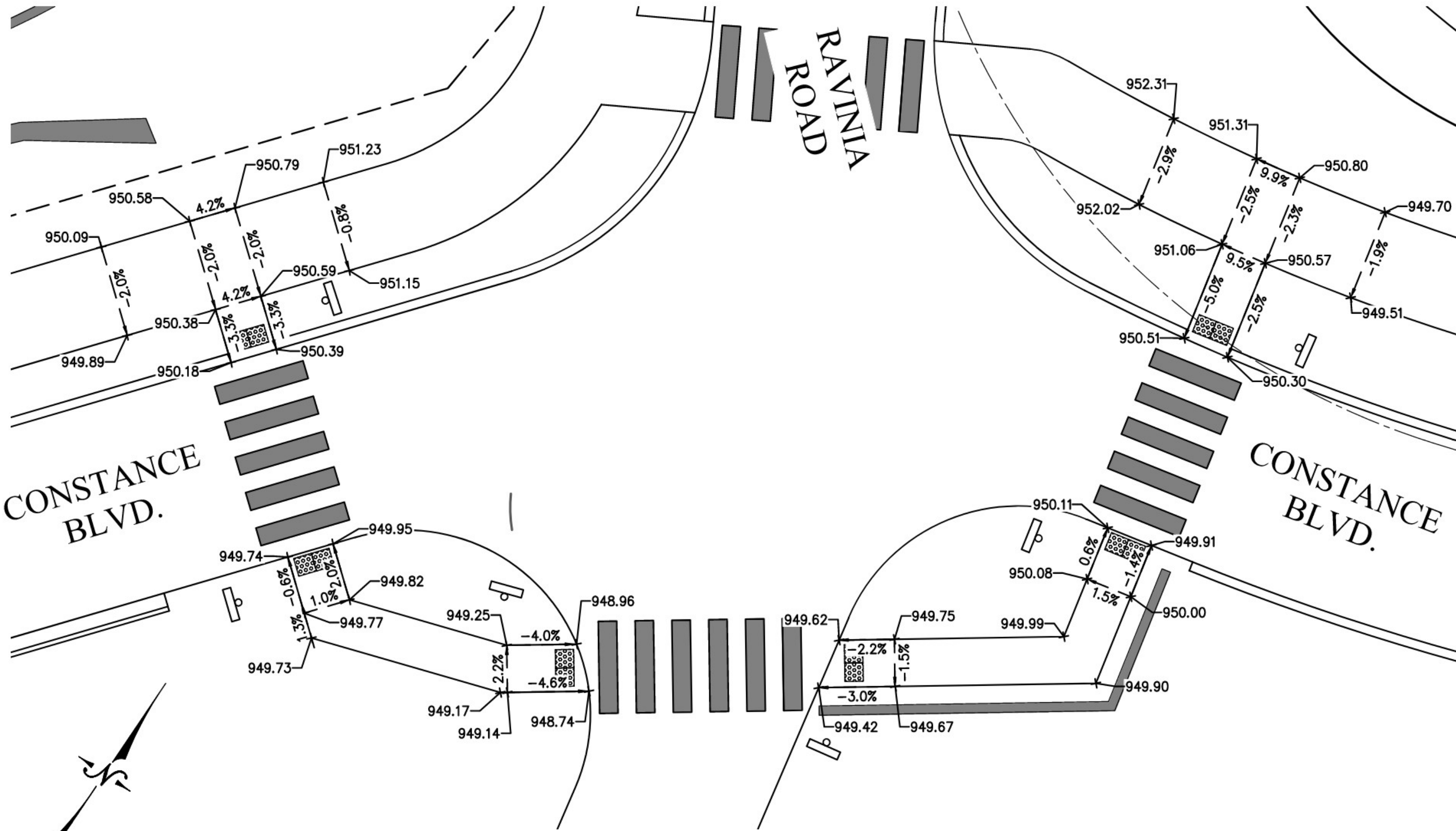
ADA ACCESS - MAIN LODGE AND POOL
SCALE: 1" = 80'

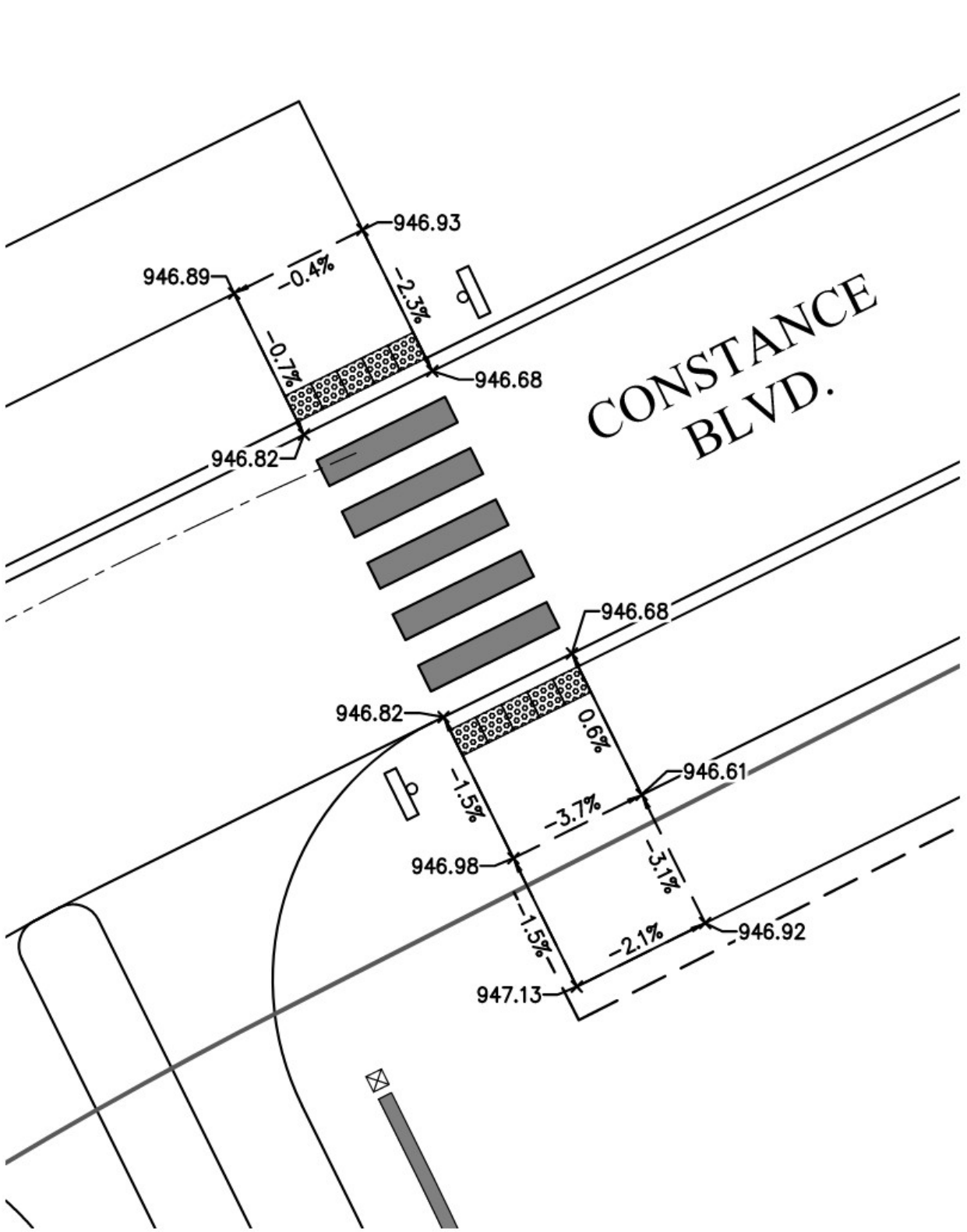
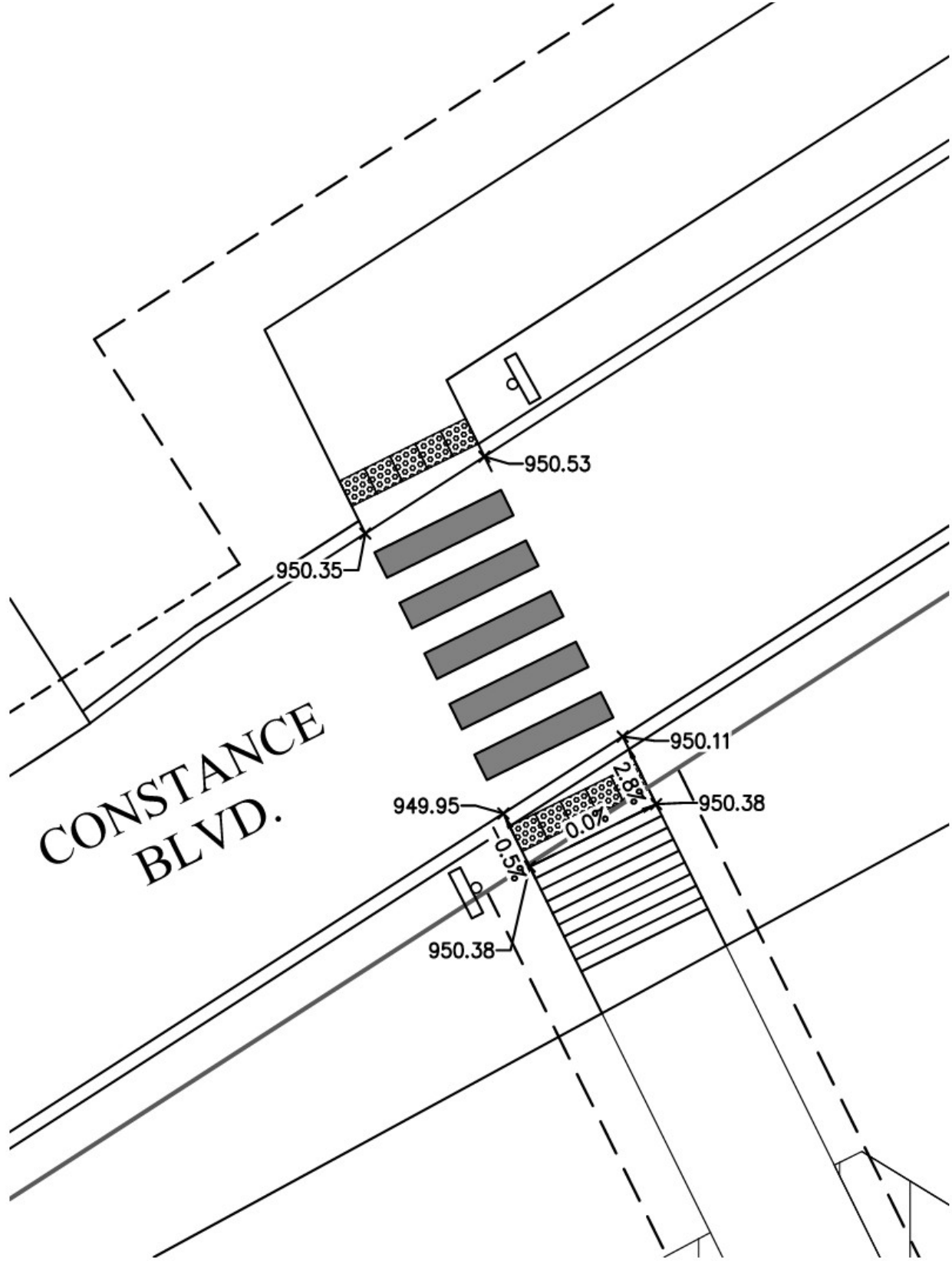




ADA CROSSWALK SIGNAGE
SCALE: 1" = 60'

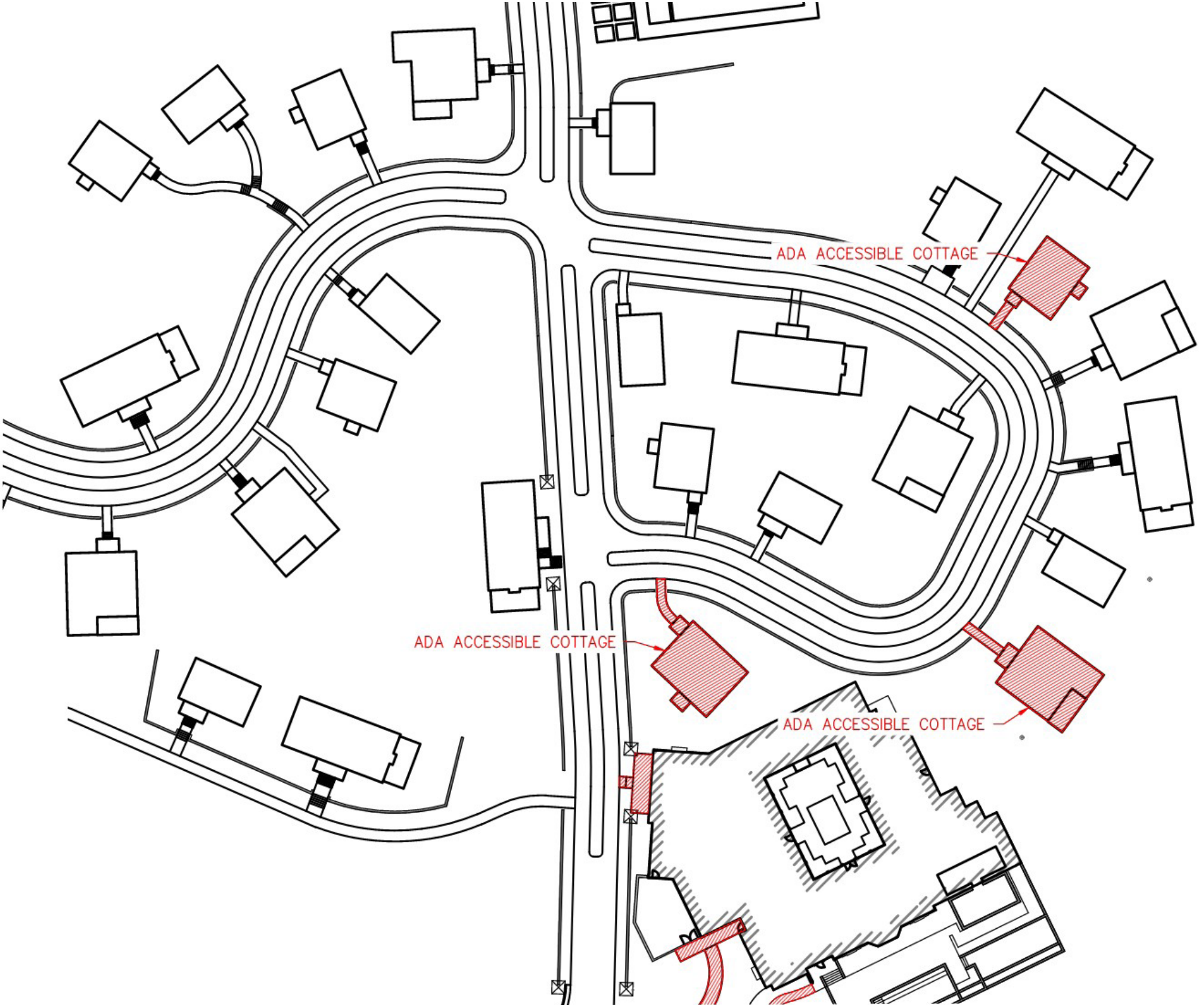






ADA CROSSWALK DETAILS
SCALE: 1" = 10'





ADA ACCESS - COTTAGES
SCALE: 1" = 50'



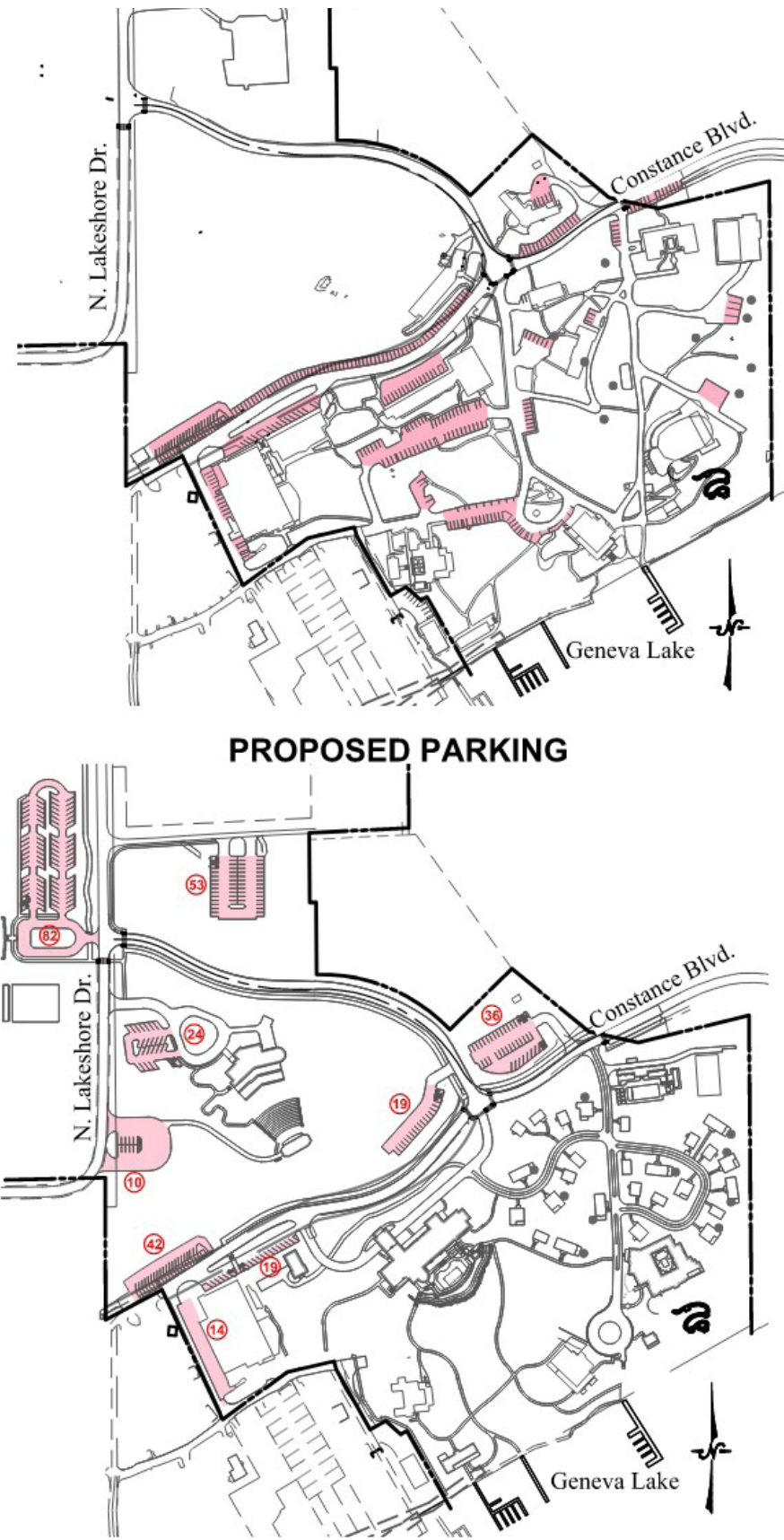
PARKING COUNTS:

Existing:	315 spaces
Proposed:	299 spaces
Required per code:	290 spaces (see table below)

NOTES:

- Proposed parking spaces (299) is 9 spaces more than required by code (290).
- Parking calculated per use with code sections shown in table below.
- No "shared" parking is assumed between uses.
- "Proposed" and "existing" parking diagrams shown right, with parking lots highlighted in pink.

	# Rooms/Patrons	Patron Parking	Notes
INN	37	37	Commercial Indoor Lodging
ROOMS	21		1/bedroom+1/employee+1/3ppl meeting halls (assume none)
SUITES	16		
COTTAGE (1 BED)	14	14	1 space per cottage
COTTAGE (2 BED)	8 (4 COTTAGES)	8	2 spaces per cottage
COTTAGE (2 BED W/LOCK OFF)	4 (2 COTTAGES)	4	2 spaces per cottage
COTTAGE (3 BED)	18 (6 COTTAGES)	18	3 spaces per cottage
BOATHOUSE	2	2	1 space per unit
RENO SPA COTTAGE	1	1	1 space per unit
SPA	42	14	2 double+8 single treatment rooms 1 space per 3 ppl of max capacity
WEIDENSALL RESTAURANT	120	40	1 space / 3 patron seats or 1 per 3 of maximum capacity whichever is greater 2400 sf seating area / 20sf per person = 120 ppl
MABEL CRATTY WORKSHOP	20	20	1 space per 4 expected patrons
POOL	40	10	1 space per 4 expected patrons
RETREAT CENTER	120	38	1 space per 4 patrons or 1 per 300sf
RACQUET HOUSE		24	2 spaces per court
	PATRON PARKING SUBTOTAL	230	
	Employee Parking		
TOTAL	GUEST SERVICES	60	Provided by hotel operator
PATRON PARKING TOTAL	230		
EMPLOYEE PARKING	60		
MINIMUM PARKING REQUIRED	290		



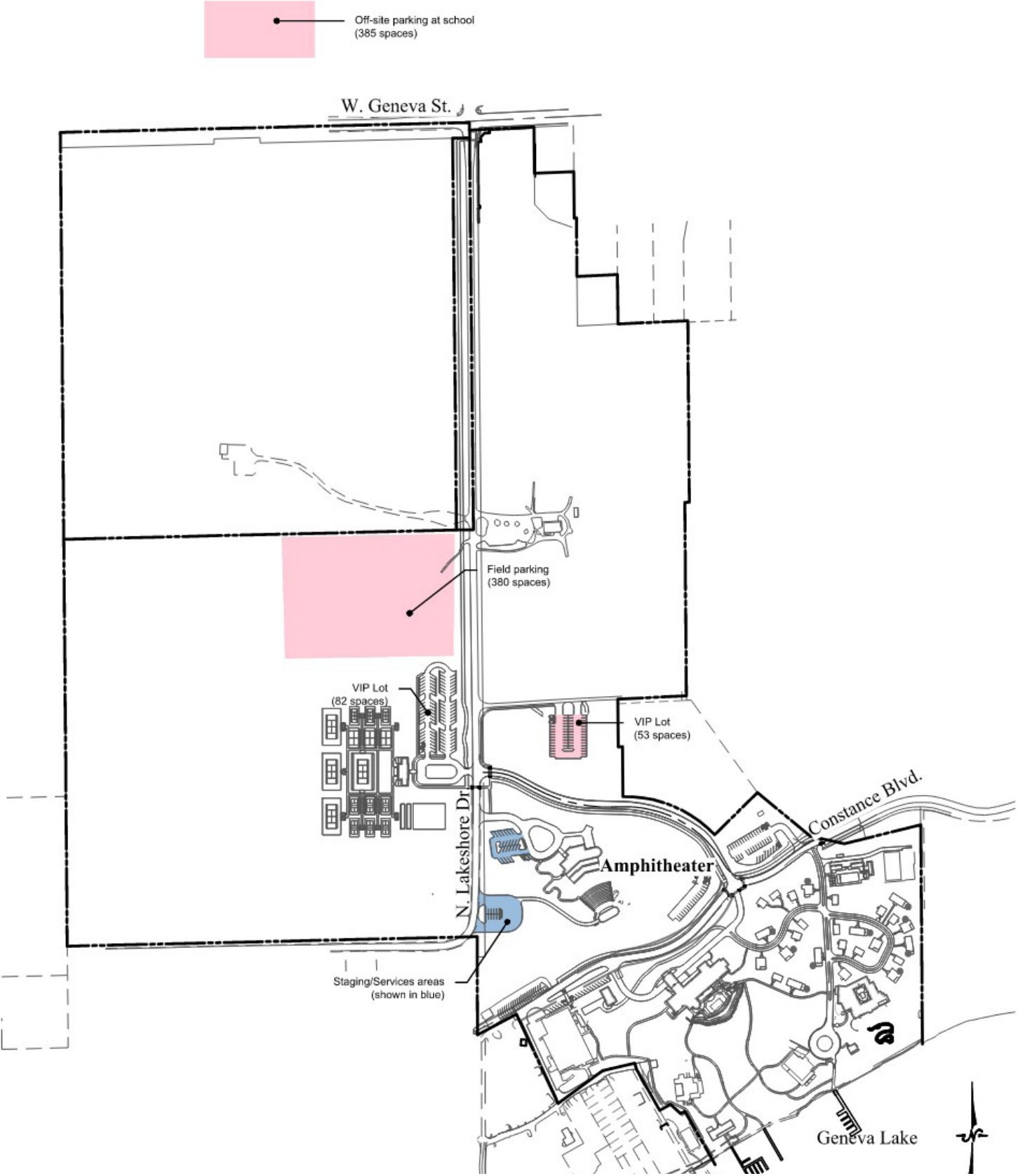
REGULAR USE PARKING

PARKING COUNTS:

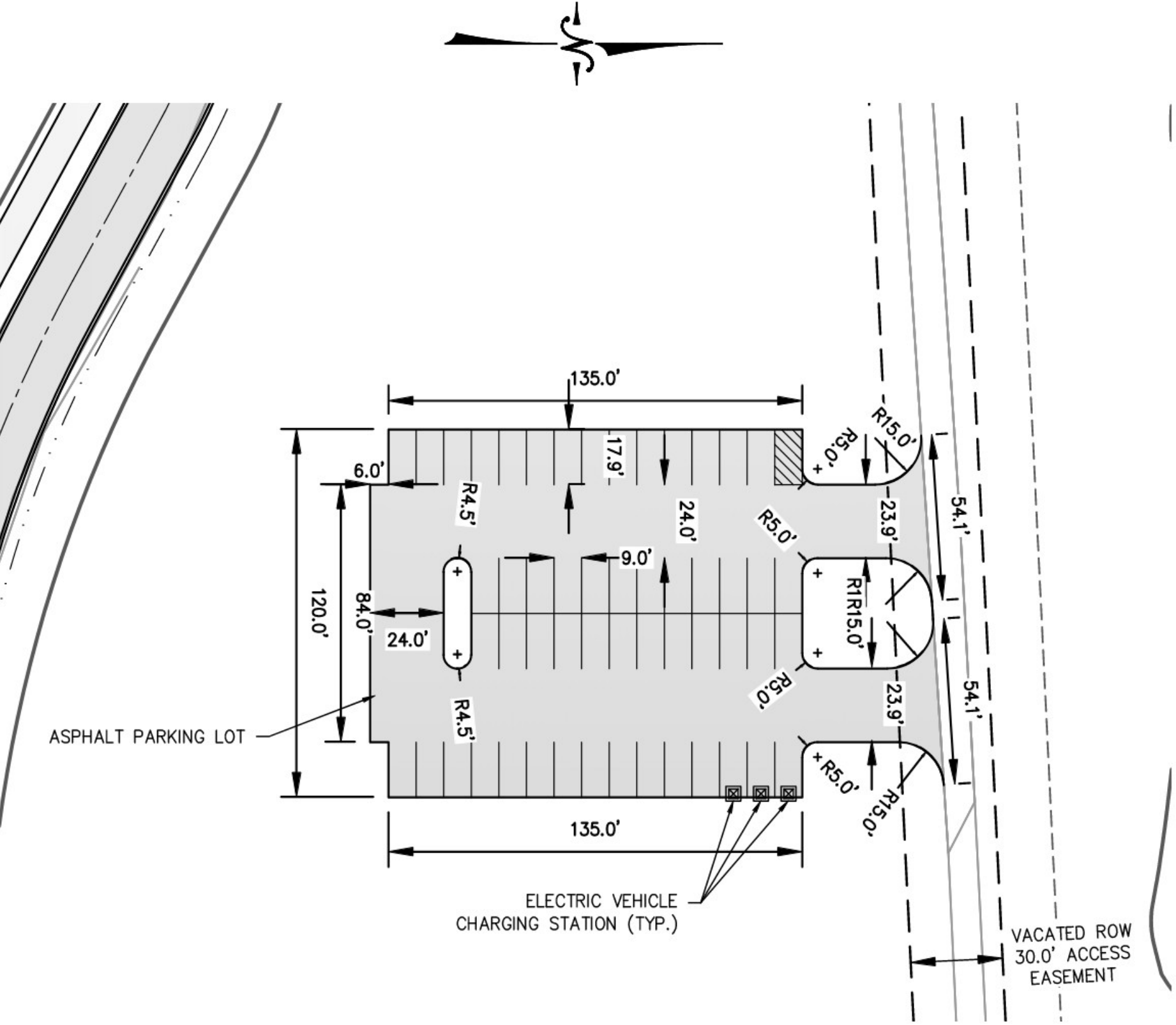
Amphitheater Capacity:	3,500 people(max ticketed)
Parking Ratio (per zoning):	4 people per space
Parking Required:	875 spaces
Parking Provided:	900 spaces

NOTES:

- 900 spaces provided is the sum of 385 spaces at the school, 135 spaces VIP lots, and 380 spaces field parking.
- Shuttle service provided to/from off-site school parking.
- See parking diagram at right. Special events parking highlighted in pink; staging/services areas highlighted in blue.
- Zoning reference for parking ratio: 390-0309 c (4)
- Assumed 10 live performance days per year with eligible hours from 12pm to 10pm.
- Traffic control and pedestrian crossing assistance will be provided at events.
- Amphitheater capacity of 3,500 people is comparable to other rural venues, including:
 - Chautauqua Amphitheater, Chautauqua, NY (4,400 seats)
 - Cushing Memorial Amphitheater, Mill Valley, CA (4,000 seats)
 - Millenium Amphitheater, Arcadia, WI (4,500 seats)
- Example performances:
 - Lake Geneva Symphony Orchestra
 - Musicians and bands
 - Comedians
 - Thought leaders

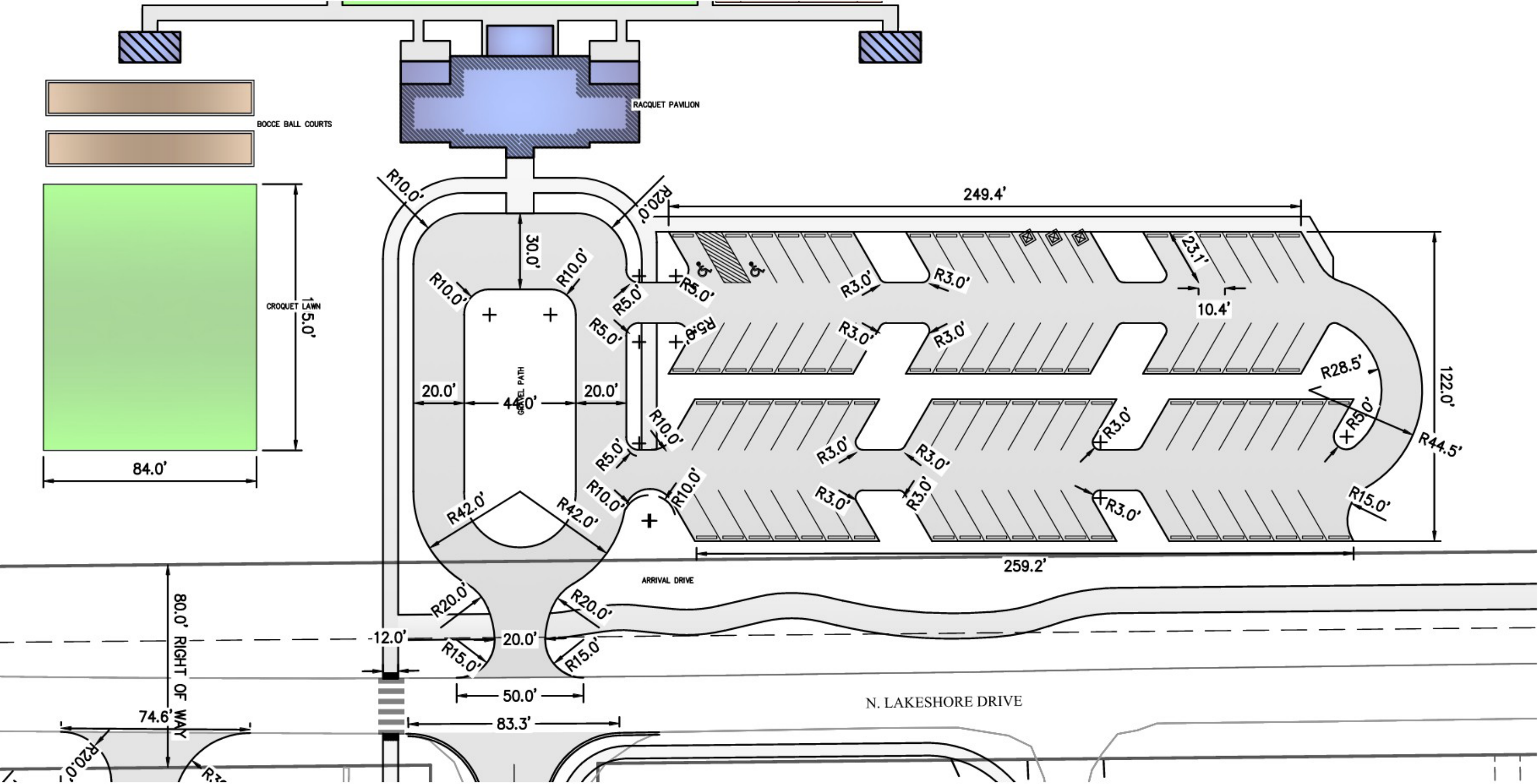


SPECIAL EVENTS PARKING



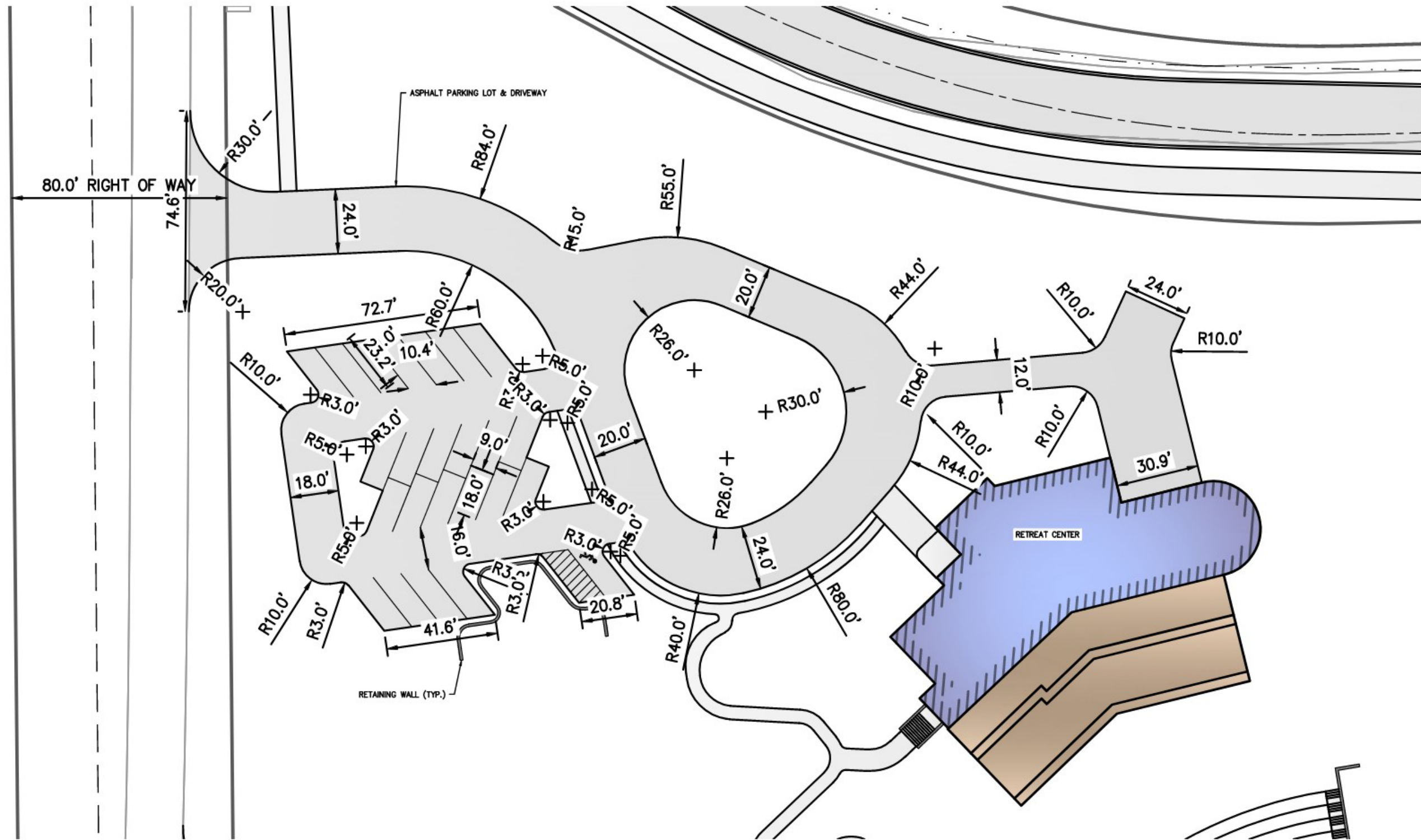
RESURFACED PARKING LOT

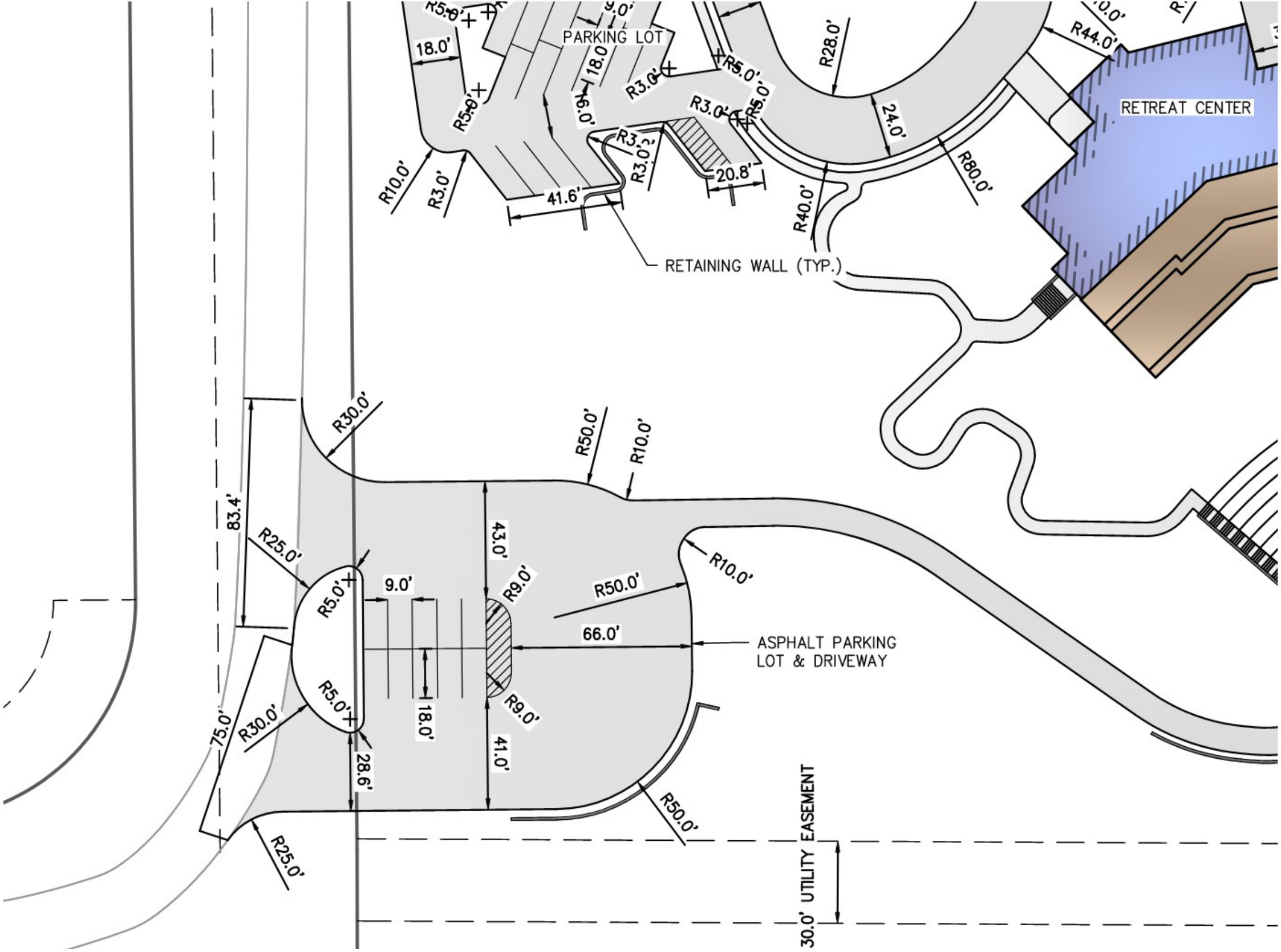




RACQUET HOUSE PARKING LOT

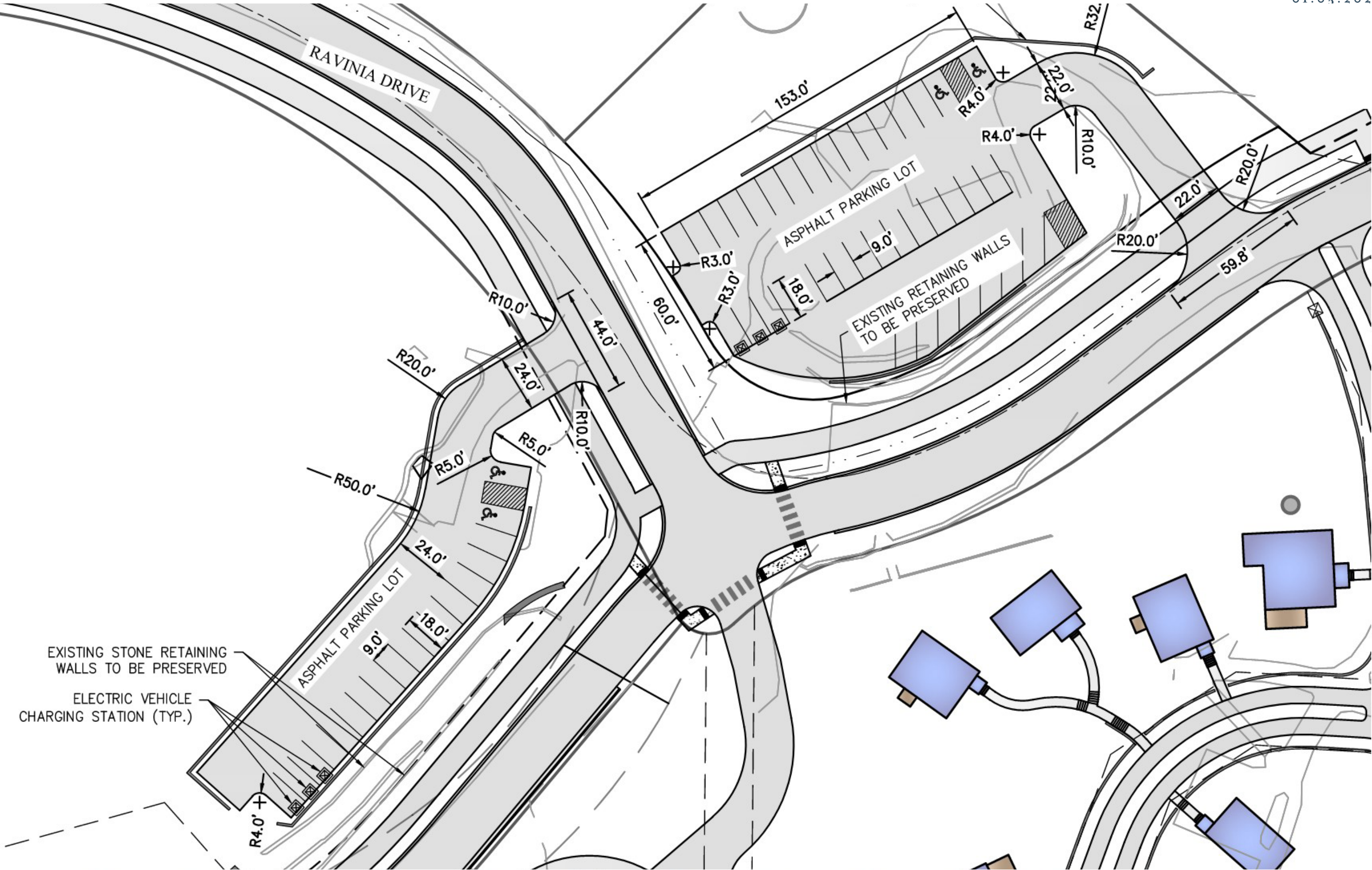






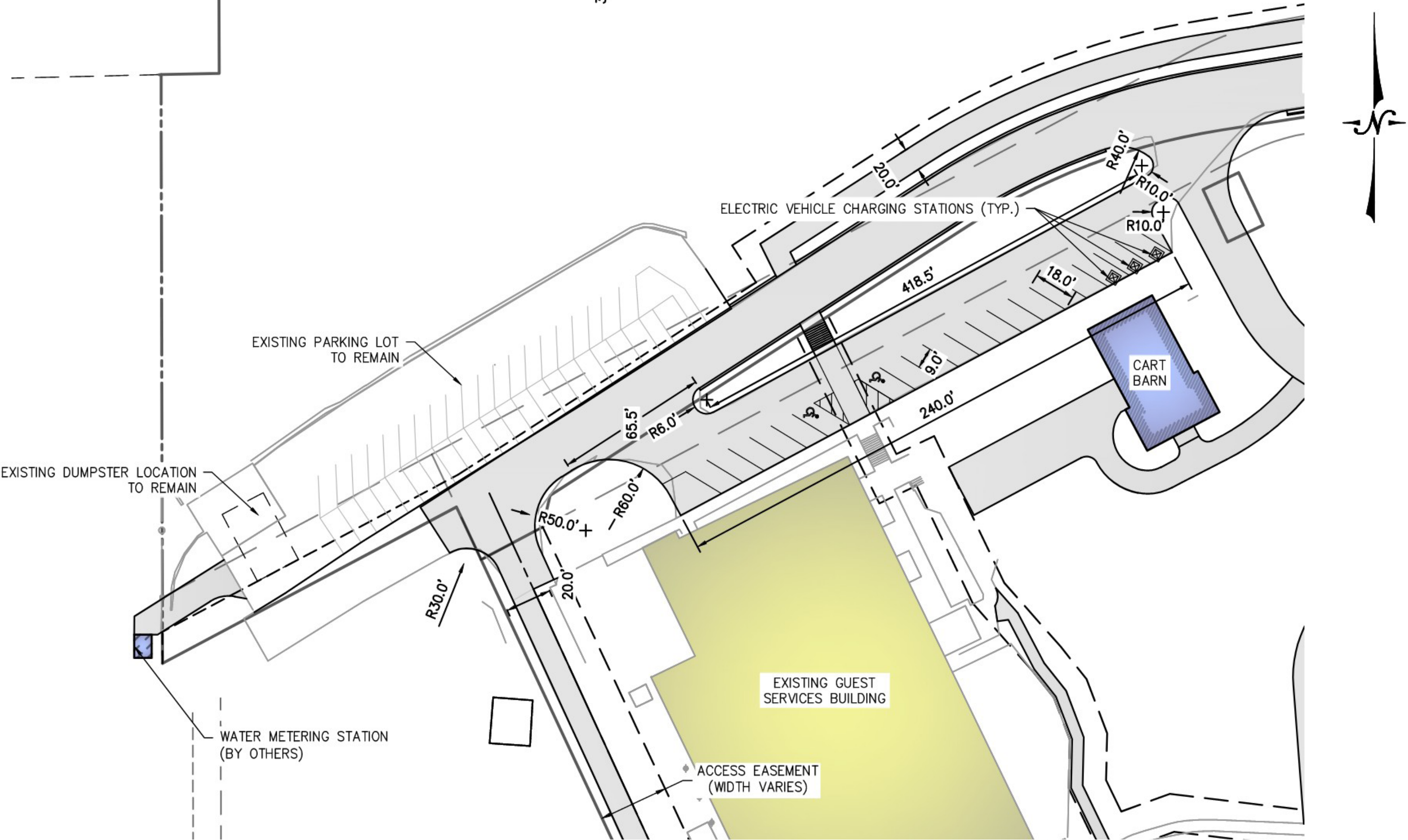
AMPHITHEATER PARKING LOT





VALET PARKING LOTS





CART BARN PARKING LOTS



**PROPOSED LANDSCAPING
PLANS AND IMAGERY**

Landscape Narrative

The conceptual landscape architectural plans for The Preserve are designed to complement the existing character and natural features, as well as the proposed architecture and engineering to create a cohesive and experiential environment. The Preserve enjoys a variety of habitat areas including native meadows, wooded roadway and ravine corridors, upland woods, and the dramatic park-like lakefront lawn leading to Geneva Lake shoreline. Each of these areas have distinct and inspirational characteristics based on topography, plant materials, views, and proposed activities. The landscape plan acknowledges the unique character of each of these areas, as well as the attractive building architecture, and builds upon the established mood and experience. To keep true to the existing plantings, plant materials that are native to the region will be used whenever possible. An interconnected trail network integrates each area so visitors and guests can experience the property on foot if they choose.

1 - Public Roadway Corridors - The public road right of ways include N. Lakeshore Road, Ravina Road, and Constance Boulevard. Each provides an experience of leaving the upland open-sky meadow and entering the close embrace of a wooded roadway or ravine corridor. The tree canopy and woodland backdrop provides shaded character that is planned to remain as a transition to The Preserve gathering areas.

2 - Native Meadow Landscape - The preserve area encompasses the former George Williams golf course. The low flagstone wall that will greet you at the intersection of N. Lakeshore Dr. and W. Geneva St. provides a hint of natural stone, a material that will be reflected at The Preserve. The tree lined N. Lakeshore Dr. corridor will bring you to a native grassland and meadow with mown grass walking trails between open sky and canopy tree shade. The trails will offer connections to W. Geneva St, Yerkes Observatory, the Racquet House, and The Preserve.

3 - The Racquet House - The racquet court grounds feature a more distinctly organized landscape reflecting a degree of formality suitable for the courts and pavilion arrangement. Courts and parking will be screened with upright hedges. Guest parking and lawns surrounding the Racquet Club will transition from mown grass to native meadow. The opportunity for a formal shade tree allee’ will provide an arrival foreground to the club grounds.

4 - The Upland Woods - The upland woods consist of native Oaks, Maples, Elm, Linden, and understory woodland trees. The landscape for the Retreat and Amphitheatre will reflect the native surroundings with informal tree plantings as native woodland edge and understory transition planting. The amphitheater service parking and back of stage will be screened with evergreens and dense native shrubs to block views of vehicles and back of stage. The perimeter screening utilizes the dense, undisturbed woodland surroundings.

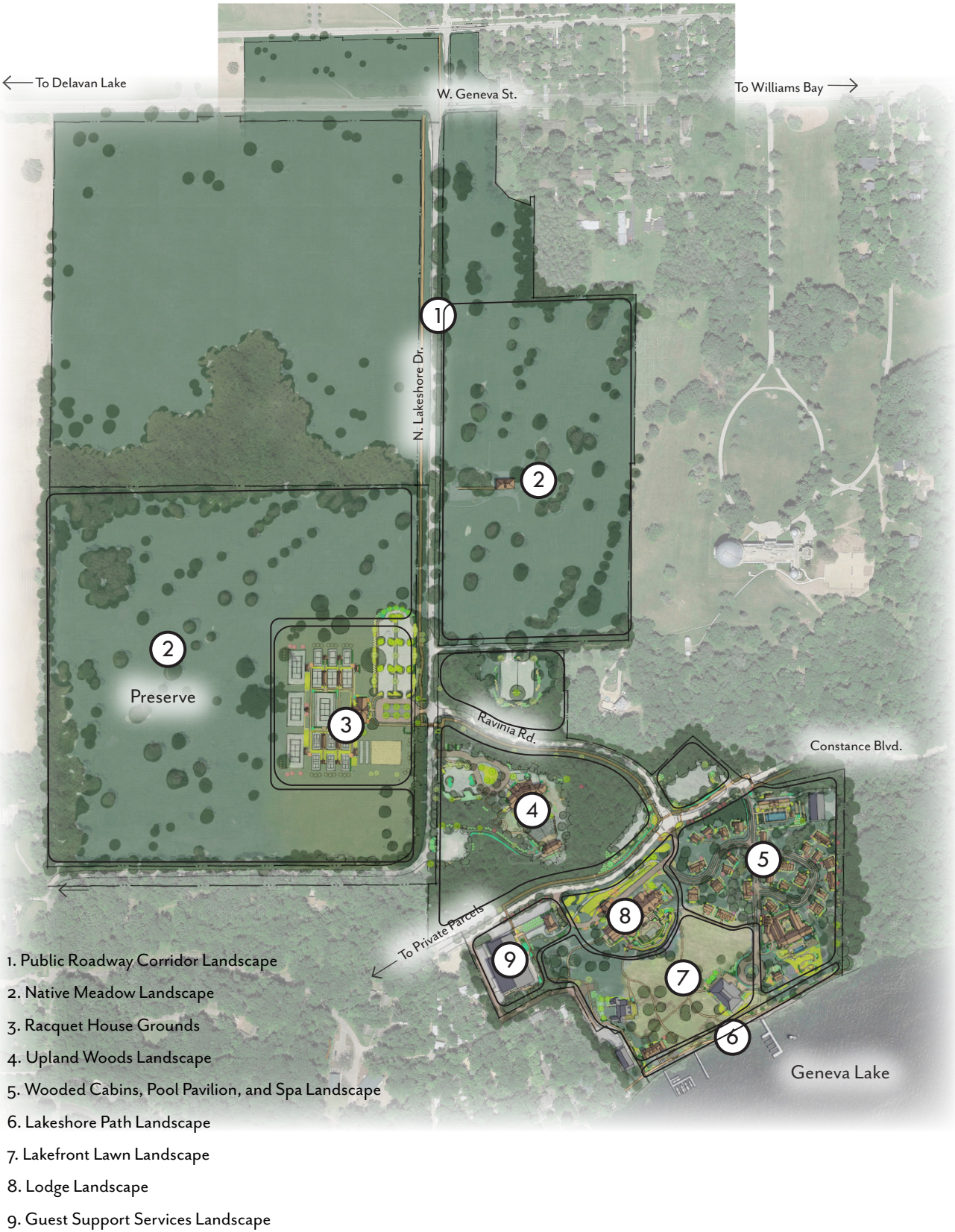
5 - Wooded Cottages, Pool Pavilion, and Spa - The overhead tree canopy provides shaded areas and sunny lawn openings for the proposed new structures. Landscape for the cottages will feature a walking lane and low flagstone walls, perennials, grasses, and understory type woodland trees. New woodland oak and maple shade trees and flowering ornamentals, witch hazel, redbud, dogwood, and serviceberry trees will be planted to supplement tree removals. Utility and service areas will be screened with dense native shrubs and evergreens. The Pool Pavilion will feature a more formal planting layout while The Spa will feature quiet reflective walking gardens planted with lawn, native grasses, perennials, and four season interest.

6 - The Lakeshore Path - The existing gravel path will remain accessible and feature a border of low height perennials and grasses to define the edge of the Lakefront Lawn from the Spa to the Boat House grounds. A public access path is planned to connect the lakeshore path to upland areas and public road right of ways. The upland public access walks will be landscaped with shade, ornamental, and evergreen trees for passive walking connections.

7 - The Lakefront Lawn - The present Lakefront Lawn will be retained as a signature of the cool quiet nature of The Preserve offering sweeping views of Geneva Lake. Care of the existing mature tree canopy will continue along with selective planting of the next generation of shade and ornamental trees.

8 - Lodge Landscape - On arrival, the remarkable view of Geneva Lake across the shaded lawn greets visitors before turning into the Lodge drive with terraced hillside perennial wandering gardens. The Lodge lake side landscape celebrates indoor / outdoor activities hosted by walled terraces planted with low shrubs and perennials transitioning to lake views across the open lawn. The architecture of the Lodge calls for a light hand with foundation plantings to fit into the existing architectural vernacular. Many of the existing historic buildings are attractive without need for extensive foundation plantings allowing the building features to read as a unified collection. The Lodge, Spa, Pool Pavilion, Retreat Center, and Racquet House architecture will reflect the same light-handed foundation planting theme allowing a unified appearance. Guest parking areas flanking Ravina Road will be planted with dense screen shrubs and evergreens to obscure parked cars and headlights.

9 - Guest Support Services - The western edge of The Preserve provides guest support services and staff parking. All supplemental landscape consisting of shrubs, canopy trees, and evergreens will provide utility and parking screening. Deciduous canopy trees will provide shade in parking areas and the public access path.



PROPOSED OVERALL LANDSCAPE PLAN
SCALE: 1" = 500'



Parking Lot Screening
per Williams Bay Zoning
Ordinance 390-0906 D

Screening along back
of stage

Existing Tree, Typ.

Foundation
Plantings, Typ.

Plant Legend

- Shade and Tall Deciduous Trees
- Medium and Low Deciduous Trees
- Evergreen Trees
- Deciduous Shrubs
- Evergreen Shrubs
- Perennials & Ornamental Grasses
- Groundcovers
- Woodland Understory Perennials
- Native Shoreline Perennial Border



Hillside Perennial
Gardens

Two Track Walking
Lane, Typ.

Stone Walls, Typ.

Cottages

Lodge

Lawn

Open
Lakefront
Lawn

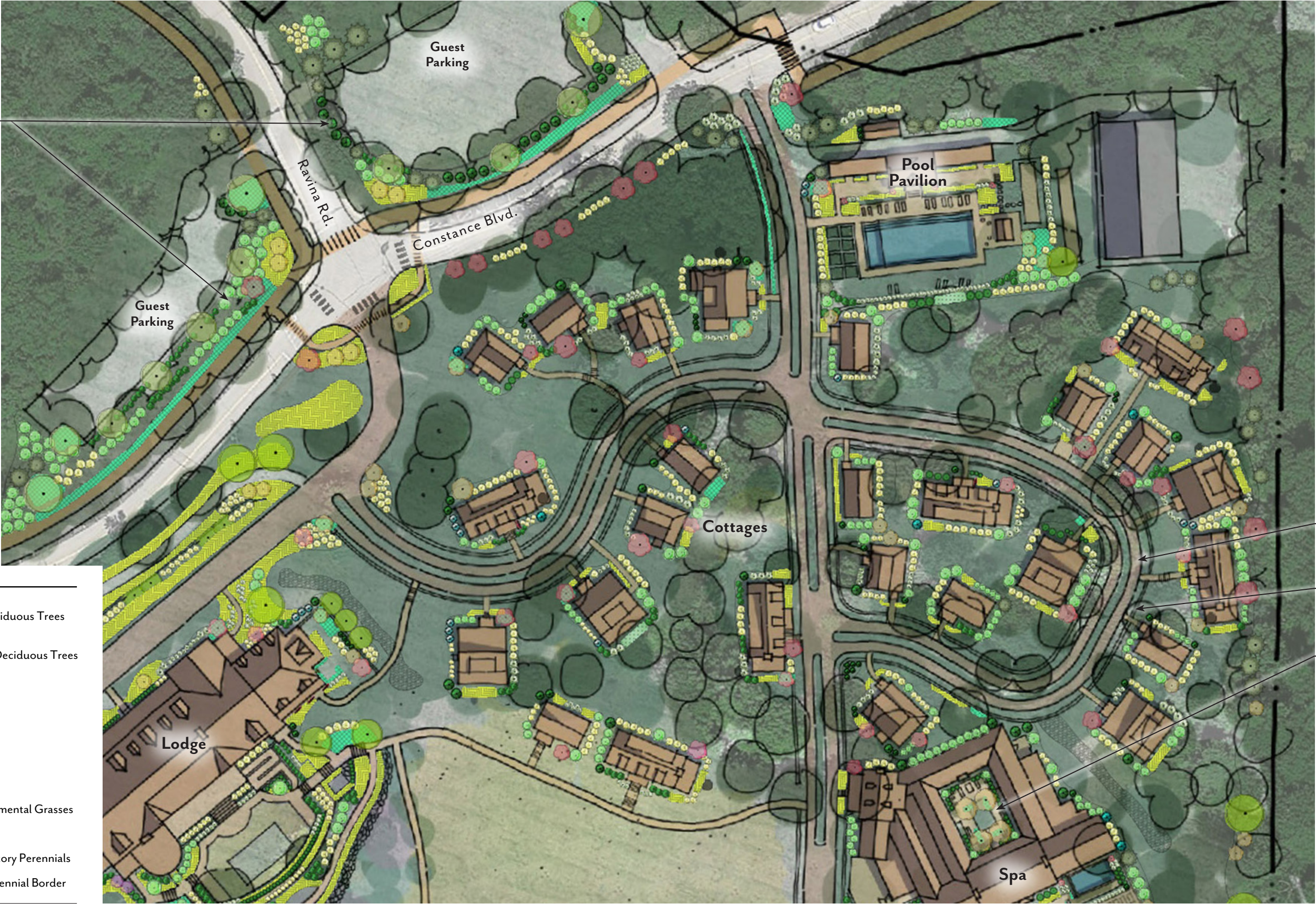
Lodge Terrace Gardens,
Typ.

Shrub Screen, Typ.

LANDSCAPE ENLARGEMENT - LODGE



Parking Lot Screening
per Williams Bay Zoning
Ordinance 390-0906 D



Plant Legend

- Shade and Tall Deciduous Trees
- Medium and Low Deciduous Trees
- Evergreen Trees
- Deciduous Shrubs
- Evergreen Shrubs
- Perennials & Ornamental Grasses
- Groundcovers
- Woodland Understory Perennials
- Native Shoreline Perennial Border

Two Track Walking
Lane, Typ.

Stone Walls, Typ.

Courtyard Garden

LANDSCAPE ENLARGEMENT - COTTAGES & POOL PAVILION





LANDSCAPE ENLARGEMENT - SPA & WEIDENSALL RESTAURANT



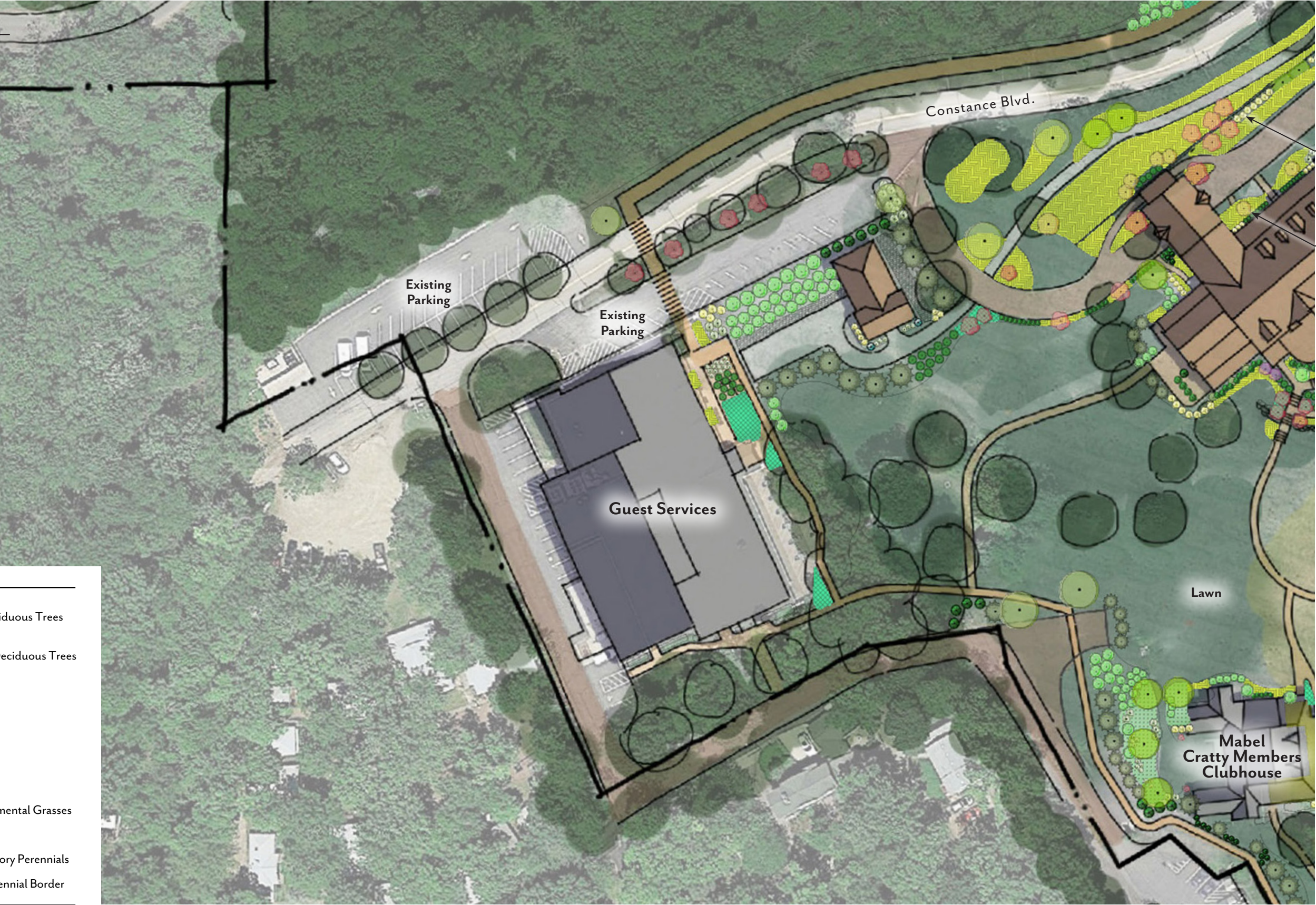


Plant Legend

- Shade and Tall Deciduous Trees
- Medium and Low Deciduous Trees
- Evergreen Trees
- Deciduous Shrubs
- Evergreen Shrubs
- Perennials & Ornamental Grasses
- Groundcovers
- Woodland Understory Perennials
- Native Shoreline Perennial Border

LANDSCAPE ENLARGEMENT - MABEL CRATTY & BOATHOUSE





Plant Legend

- Shade and Tall Deciduous Trees
- Medium and Low Deciduous Trees
- Evergreen Trees
- Deciduous Shrubs
- Evergreen Shrubs
- Perennials & Ornamental Grasses
- Groundcovers
- Woodland Understory Perennials
- Native Shoreline Perennial Border

LANDSCAPE ENLARGEMENT - BACK OF HOUSE





LANDSCAPE ENLARGEMENT - RETREAT CENTER & AMPHITHEATER





Plant Legend

- Shade and Tall Deciduous Trees
- Medium and Low Deciduous Trees
- Evergreen Trees
- Deciduous Shrubs
- Evergreen Shrubs
- Perennials & Ornamental Grasses
- Groundcovers
- Woodland Understory Perennials
- Native Shorline Perennial Border

Foundation Plantings
per Williams Bay
Zoning Ordinance 390-
0906 B

Hillside Perennial
Gardens

Two Track Walking
Lane, Typ.

Stone Walls, Typ.

LANDSCAPE ENLARGEMENT - EVENT & GUEST PARKING





Plant Legend

- Shade and Tall Deciduous Trees
- Medium and Low Deciduous Trees
- Evergreen Trees
- Deciduous Shrubs
- Evergreen Shrubs
- Perennials & Ornamental Grasses
- Groundcovers
- Woodland Understory Perennials
- Native Shoreline Perennial Border

LANDSCAPE ENLARGEMENT - RACQUET HOUSE



LANDSCAPE ENLARGEMENT - NORTH NATURAL OPENSAPCE





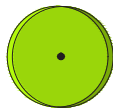
Plant Legend

- Shade and Tall Deciduous Trees
- Medium and Low Deciduous Trees
- Evergreen Trees
- Deciduous Shrubs
- Evergreen Shrubs
- Perennials & Ornamental Grasses
- Groundcovers
- Woodland Understory Perennials
- Native Shoreline Perennial Border

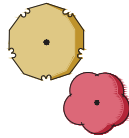
LANDSCAPE ENLARGEMENT - SOUTH NATURAL OPENSACE



Plant Legend



- Shade & Tall Deciduous Trees
- Acer rubrum / Red Maple
 - Acer saccharum / Sugar Maple
 - Celtis occidentalis / Hackberry
 - Gymnocaldus dioicus / Kentucky Coffeetree
 - Quercus bicolor / Swamp White Oak
 - Quercus rubra / Red Oak
 - Tilia americana / American Linden



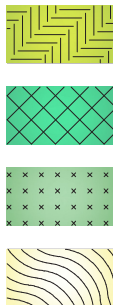
- Medium & Low Deciduous Trees
- Amelanchier arborea / Serviceberry
 - Cercis canadensis / Red Bud
 - Cornus alternifolia / Pagoda Dogwood
 - Crataegus crus-galli / Cockspur Hawthorn
 - Hamamelis virginiana / Witch Hazel
 - Malus ioensis / Prairie Crabapple
 - Rhus typhina / Staghorn Sumac



- Evergreen Trees
- Juniperus virginiana / Eastern Red Cedar
 - Pinus strobus / White Pine
 - Thuja occidentalis ‘Techny’ / Techny Arborvitae
 - Tsuga canadensis / Canadian Hemlock



- Deciduous Shrubs
- Aronia melanocarpa / Chokeberry
 - Ceanothus americanus / New Jersey Tea
 - Cornus sericea / Red Twig Dogwood
 - Fothergilla gardenii / Dwarf Fothergilla
 - Hypericum perforatum / St. John’s Wort
 - Ilex verticillata / Winterberry
 - Itea virginica / Virginia Sweetspire
 - Physocarpus opulifolius / Common Ninebark
 - Spiraea alba / White Meadowsweet



- Perennials / Groundcovers/ Ornamental Grasses
- Aquilegia canadensis / Wild Columbine
 - Asclepias tuberosa / Butterflyweed
 - Bouteloua curtipendula / Sideoats Grama
 - Caltha palustris / Marsh Marigold
 - Carex bicknelii / Prairie Sedge
 - Echinacea purpurea / Purple Coneflower
 - Geum triflorum / Prairie Smoke
 - Iris lacustris / Dwarf Lake Iris
 - Juncus balticus / Baltic Rush
 - Lobelia cardinalis / Cardinal Flower
 - Rudbeckia hirta / Black-Eyed Susan
 - Sporobolus heterolepis / Prairie Dropseed
 - Symphotrichum laeve / Smooth Blue Aster



- Evergreen Shrubs
- Ilex glabra / Inkberry Holly
 - Juniperus communis / Common Juniper
 - Juniperus x pfitzeriana ‘Sea Green’ / Sea Green Juniper
 - Taxus x media ‘Everlow’ / Everlow Yew

Figure 390-0903: Landscaping Points			
Plant Category	Landscaping Points Per Plant	Typical Mature Height (feet)	Minimum Permitted Installation Size
Shade tree	75	> 50	2-inch caliper
Tall deciduous tree	30	30 to 50	1 1/2-inch caliper
Medium deciduous tree	15	20 to 30	6 feet tall
Low deciduous tree	10	< 20	4 feet tall
Tall evergreen tree	40	> 30	5 feet tall
Medium evergreen tree	20	20 to 30	4 feet tall
Low evergreen tree	12	< 20	3 feet tall
Tall deciduous shrub	5	> 10	36 inches tall
Medium deciduous shrub	3	4 to 10	24 inches tall
Low deciduous shrub	1	< 4	18 inches tall
Tall/medium evergreen shrub	5	> 4	18 inches tall/wide
Low evergreen shrub	3	< 4	12 inches tall/wide
Perennial plantings	20/20 square feet	N/A	2 feet tall or 1 gallon pot (generally spaced 2 feet on center)
Rain garden or bioswale	20/20 square feet	N/A	N/A

*All plant material to be sized at or above Minimum Permitted Installation Sizes per The Village of Williams Bay Zoning Ordinance, Figure 390-0903.

GENERAL PLANTING SCHEDULE





Clump Red Maple



Kentucky Coffeetree



Red Oak



American Linden



Red Bud



Hackberry



Blackhaw Viburnum



Witch Hazel



Prairie Crabapple



Serviceberry



Eastern Red Cedar



White Pine



Techny Arborvitae



New Jersey Tea



Red Twig Dogwood



Common Ninebark



Winterberry



St. John's Wort



Purple Coneflower



Black-Eyed Susan



Smooth Blue Aster



Wild Columbine

PRECEDENT PLANT IMAGERY





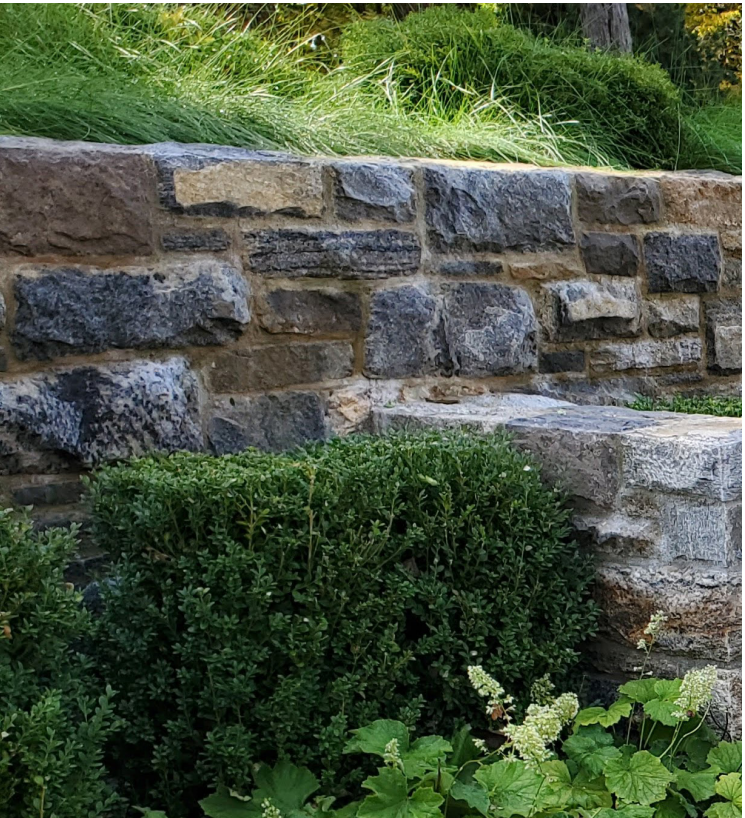
Stone Wall Cottage Garden



Spa Garden Trellis



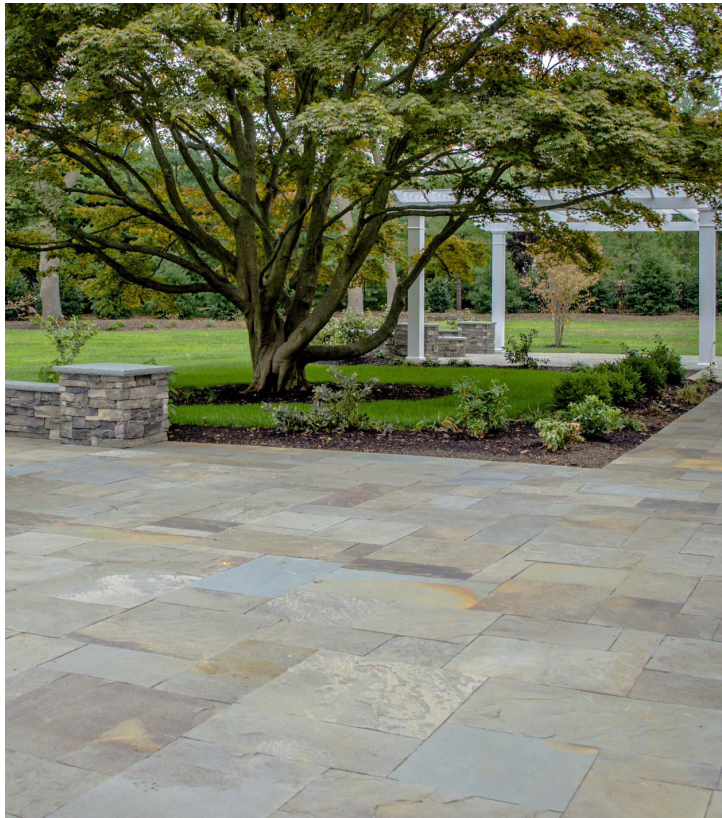
Spa Garden



Lakeshore Path Wall with Evergreen Hedge



Tree Allee



Terrace Paving



Gravel Paths Throughout The Preserve



Grass Path Through Meadow

PRECEDENT PLANT IMAGERY





Stone Wall Cottage Garden



Spa Garden Water Feature



Amphitheater



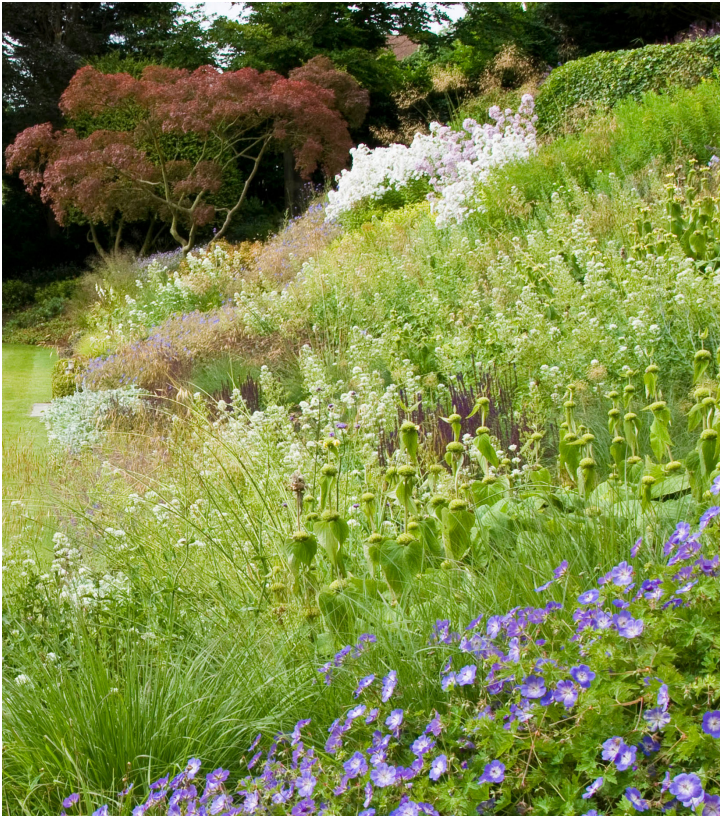
Two Track Road



Stone Walls and Lawn



Native Plantings

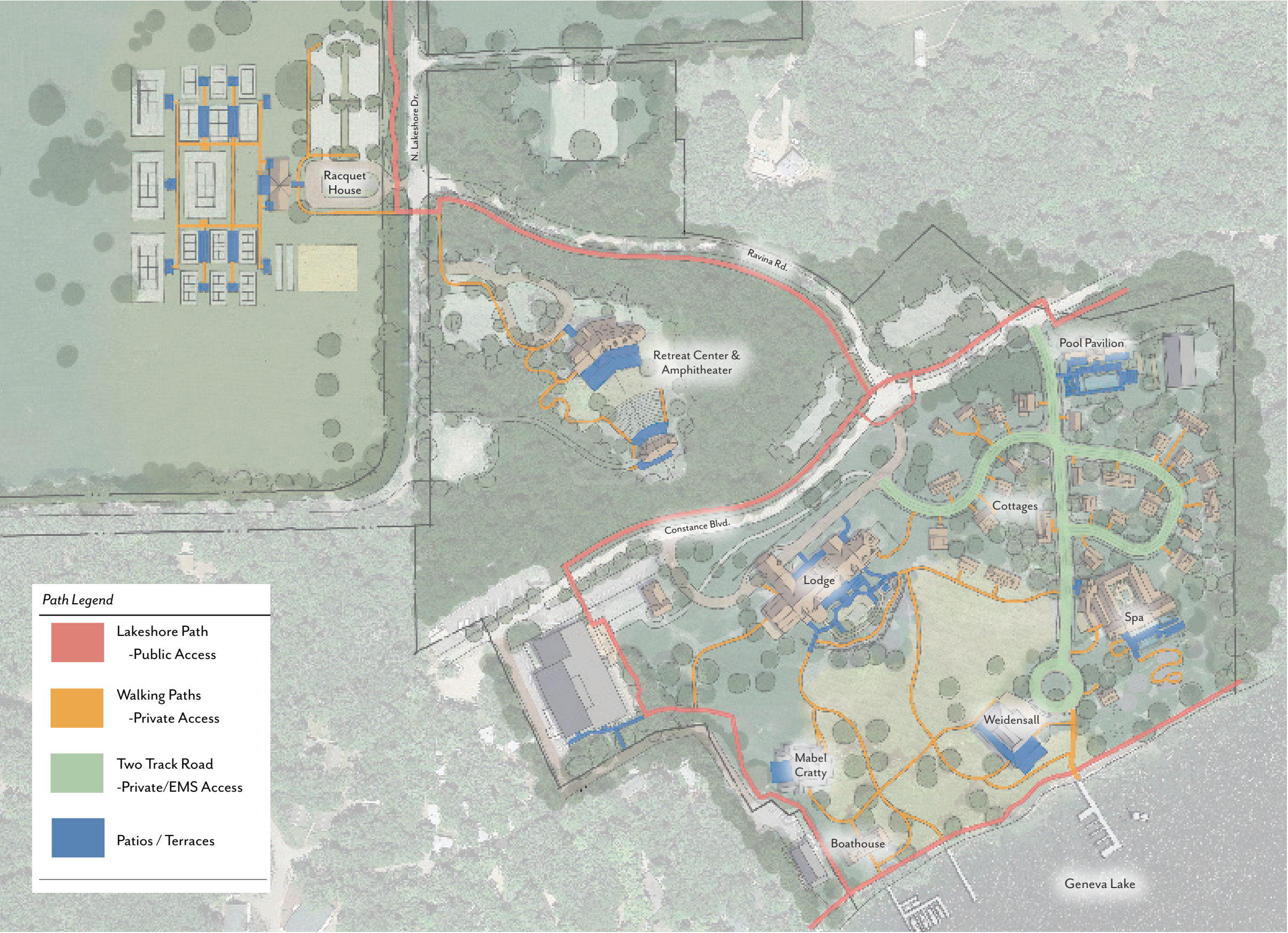


Hillside Perennial Gardens



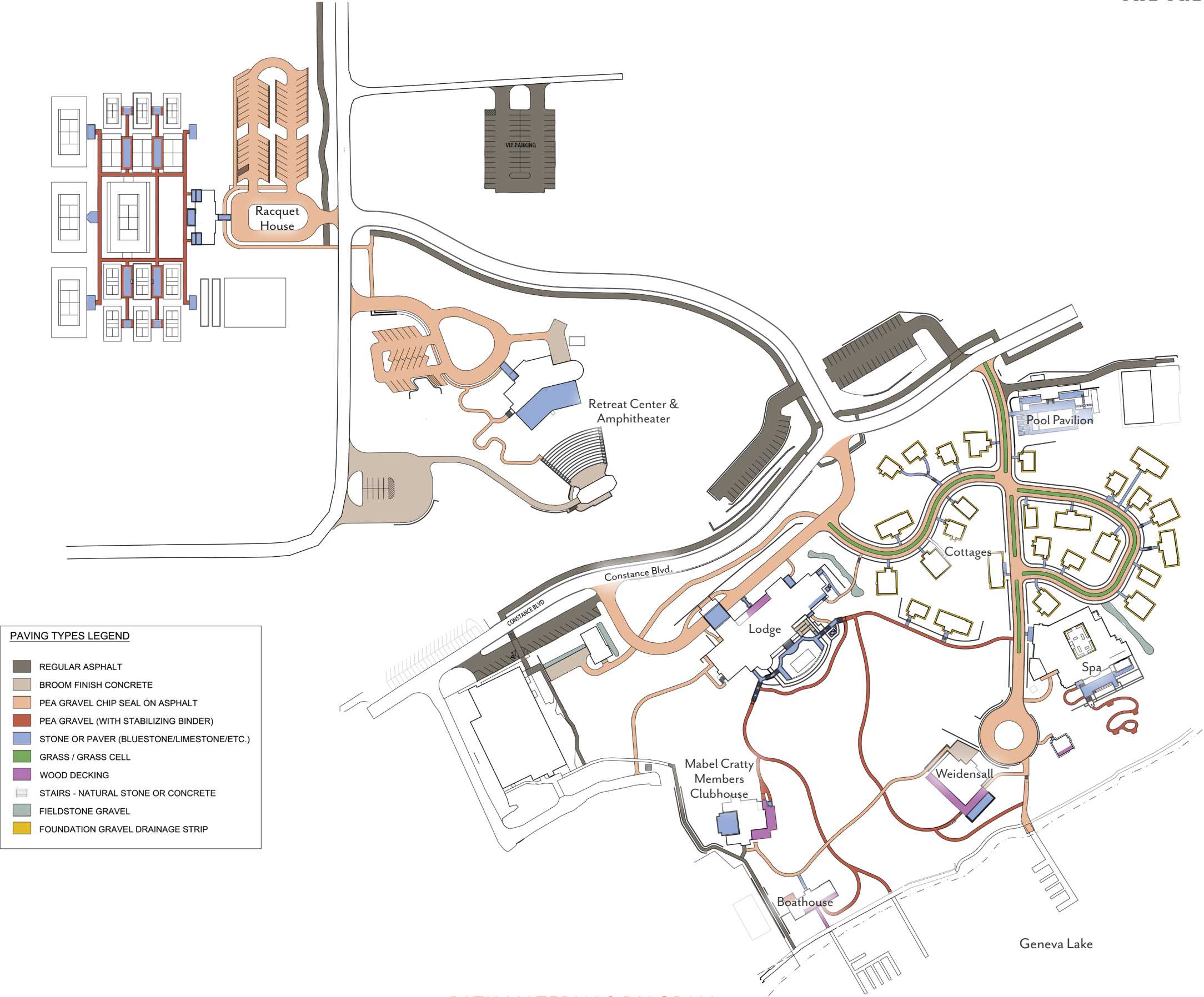
Lodge Terrace Gardens

PRECEDENT LANDSCAPE AND HARDSCAPE IMAGERY



PATH USAGE DIAGRAM





PATH MATERIALS DIAGRAM



PROPOSED LIGHTING & SIGNAGE CONCEPTS

Lighting Approach

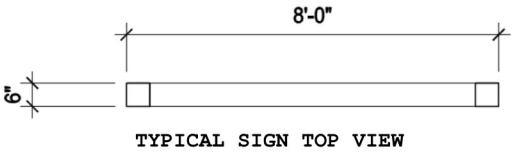
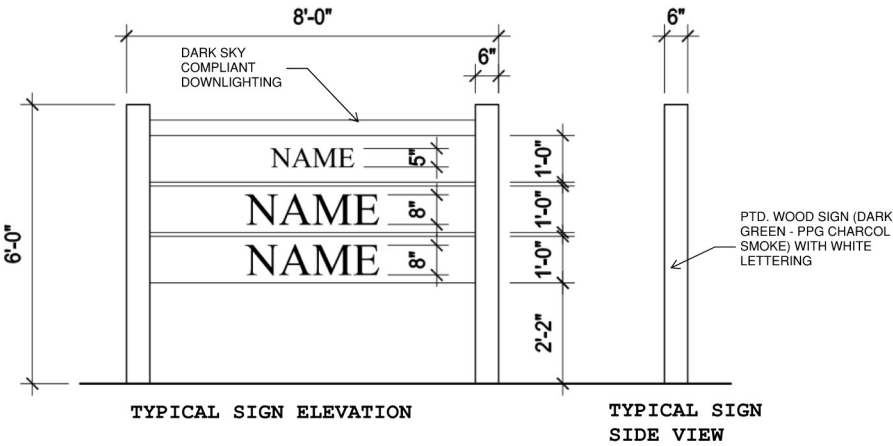
Nighttime lighting throughout the site will be selected to reduce light pollution and spillover while being safe, aesthetically pleasing and integrated with the architectural and landscape vision. All fixtures will be shielded from upward lighting. Color temperatures will be warm and timers or sensors will be incorporated to minimize light durations. Roadway lamps, path lights and building lights will be considered collectively when assigning locations and light intensity.

Specific fixtures have been selected and are used for the photometric calculations shown on the following pages. Spec sheets are provided under separate cover.



Signage Approach

All signage to be in compliance with Village ordinances, no variance requests are expected. Signage to be minimally downlit and have no back lighting.



TYPICAL SIGN DETAILS



SIGNAGE AND LIGHTING CONCEPTS



Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	AvgMin	MaxMin
STE 1	Humance	Fc	0.39	47.5	0.0	N.A.	N.A.
AMPHITHEATER PARKING	Humance	Fc	1.50	4.4	0.2	7.50	22.00
GUEST SERVICES PARKING	Humance	Fc	1.52	3.8	0.2	7.60	19.00
PARKING 1	Humance	Fc	1.28	5.3	0.3	4.20	17.67
PARKING 2	Humance	Fc	2.27	5.4	0.7	3.24	7.71
TRACQUET CENTER PARKING	Humance	Fc	1.62	4.0	0.3	3.40	13.38
RETREAT CENTER PARKING	Humance	Fc	1.63	3.8	0.3	5.43	12.67
VP PARKING	Humance	Fc	1.82	4.9	0.2	5.10	24.50

Luminaire Schedule							
Qty	Label	Arrangement	LLF	MFR	Description	Lum. Watts	Total Watts
5	EXISTING	Single	0.001	EXISTING	EXISTING LIGHT ON UTILITY POLE TO REMAIN (NOT CALC'ED)	51.34	256.7
5	Q44	Single	0.950	LITHONIA	RSX1 LED P1 XXX R4 18FT POLE	51.34	305.04
259	Q81	Single	0.950		70095950W-2 Z-L2000W-XXX	17.9	3041.1
44	Q81	Single	0.950		VISUAL COMFORT	48	2024
20	Q82	Single	0.950	ANP	LA1111-1-AL-CP348W15-T3-XXX 18FT POST	48	576
20	Q82	Single	0.950	ANP	LA1111-1-AL-CP348W15-T4-XXX 18FT POST	48	1334
20	Q82	Single	0.950	ANP	LA1111-1-AL-CP330W15-T5-XXX 18FT POST	30	870

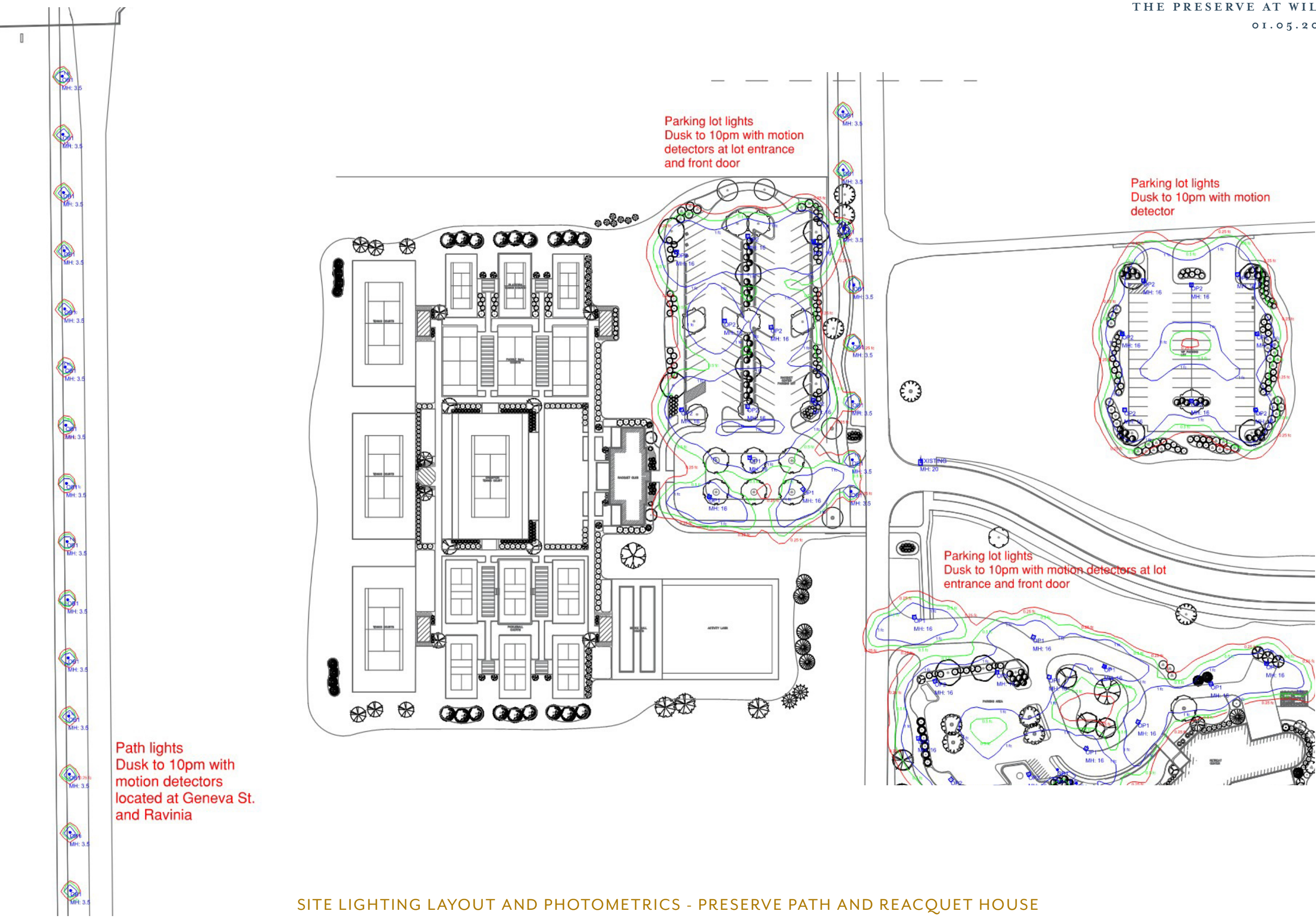
NOTES:

- Customers are responsible for confirming mounting heights, fixture suspension types/ lengths, color temperature, CRI, linear fixture lengths, pole lengths, and bollard heights/ lengths prior to ordering.
- Mounting height (MH) is measured from the bottom of the fixture to the floor.
- This Lighting layout assumes the following unless values are specified and must be confirmed by the customer prior to ordering.
 - Room reflectance of 80, 50, 20 for standard ceilings and 50, 50, 20 for exposed ceilings
 - Wall sconces are mounted at 7' for calculation purposes. Customer must confirm desired mounting height before rough in.

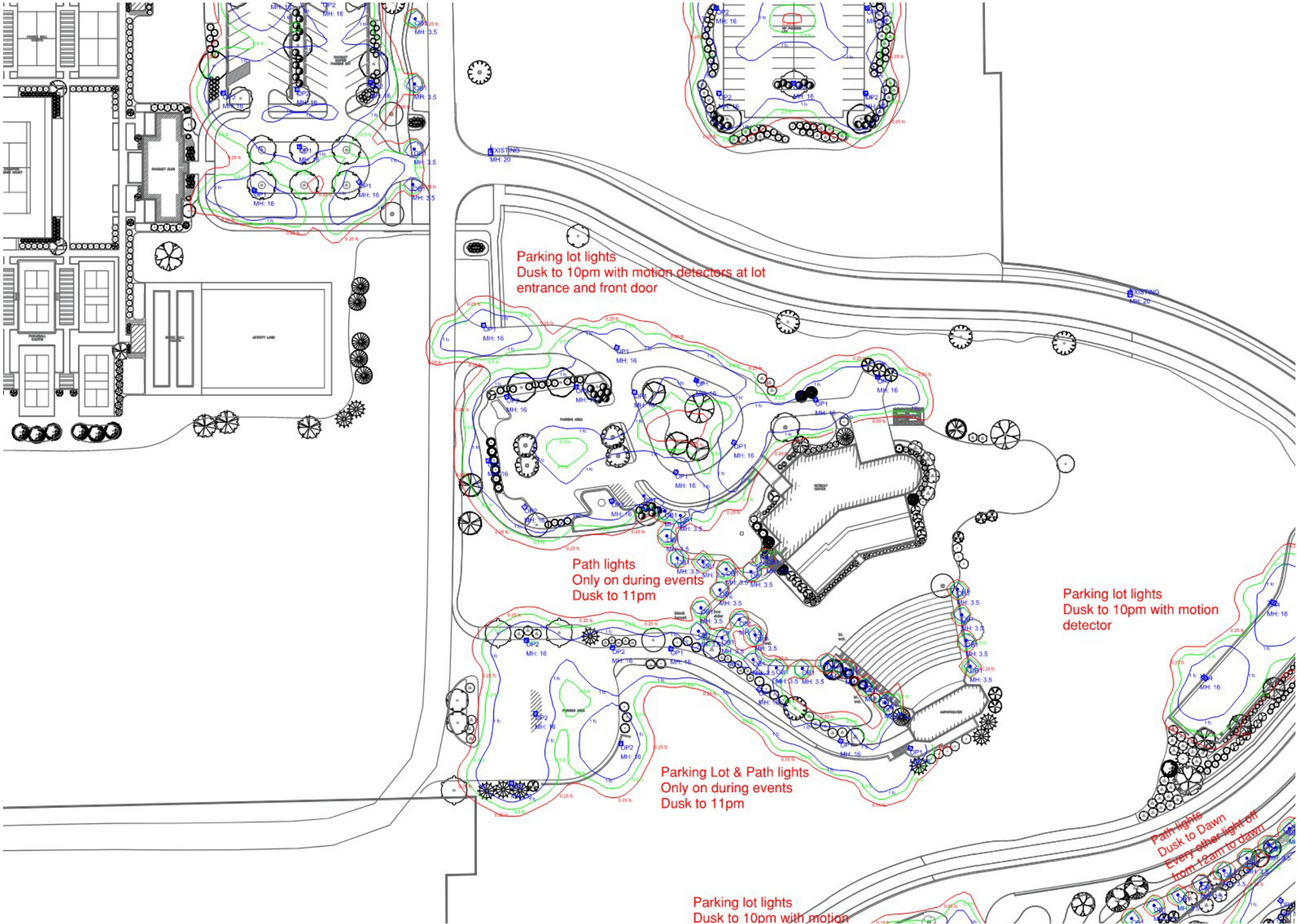
SITE LIGHTING LAYOUT AND PHOTOMETRICS

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
SITE_1	Illuminance	Fc	0.39	47.5	0.0	N.A.	N.A.
AMPITHEATER PARKING	Illuminance	Fc	1.50	4.4	0.2	7.50	22.00
GUEST SERVICES PARKING	Illuminance	Fc	1.52	3.8	0.2	7.60	19.00
PARKING 1	Illuminance	Fc	1.26	5.3	0.3	4.20	17.67
PARKING 2	Illuminance	Fc	2.27	5.4	0.7	3.24	7.71
RACQUET CENTER PARKING	Illuminance	Fc	1.62	4.0	0.3	5.40	13.33
RETREAT CENTER PARKING	Illuminance	Fc	1.63	3.8	0.3	5.43	12.67
VIP PARKING	Illuminance	Fc	1.82	4.9	0.2	9.10	24.50

Luminaire Schedule								
Qty	Label	Arrangement	LLF	MFR	Description	Lum. Watts	Total Watts	Lum. Lumens
5	EXISTING	Single	0.001	EXISTING	EXISTING LIGHT ON UTILITY POLE TO REMAIN (NOT CALCD)	51.34	256.7	7189
6	OA4	Single	0.950	LITHONIA	RSX1 LED P1 XXK R4 16FT POLE	51.34	308.04	7189
209	OB1	Single	0.950	VISUAL COMFORT	700WSBOW 4 Z LED8XXK XXX	17.9	3741.1	700
44	OP1	Single	0.950	ANP	LA111-1-NL-CPS46W18-T3-XXK 16FT POST	46	2024	5318
29	OP2	Single	0.950	ANP	LA111-1-NL-CPS46W18-T4-XXK 16FT POST	46	1334	5666
29	OP3	Single	0.950	ANP	LA111-1-NL-CPS30W18-T5-XXK 10FT POST	30	870	3830

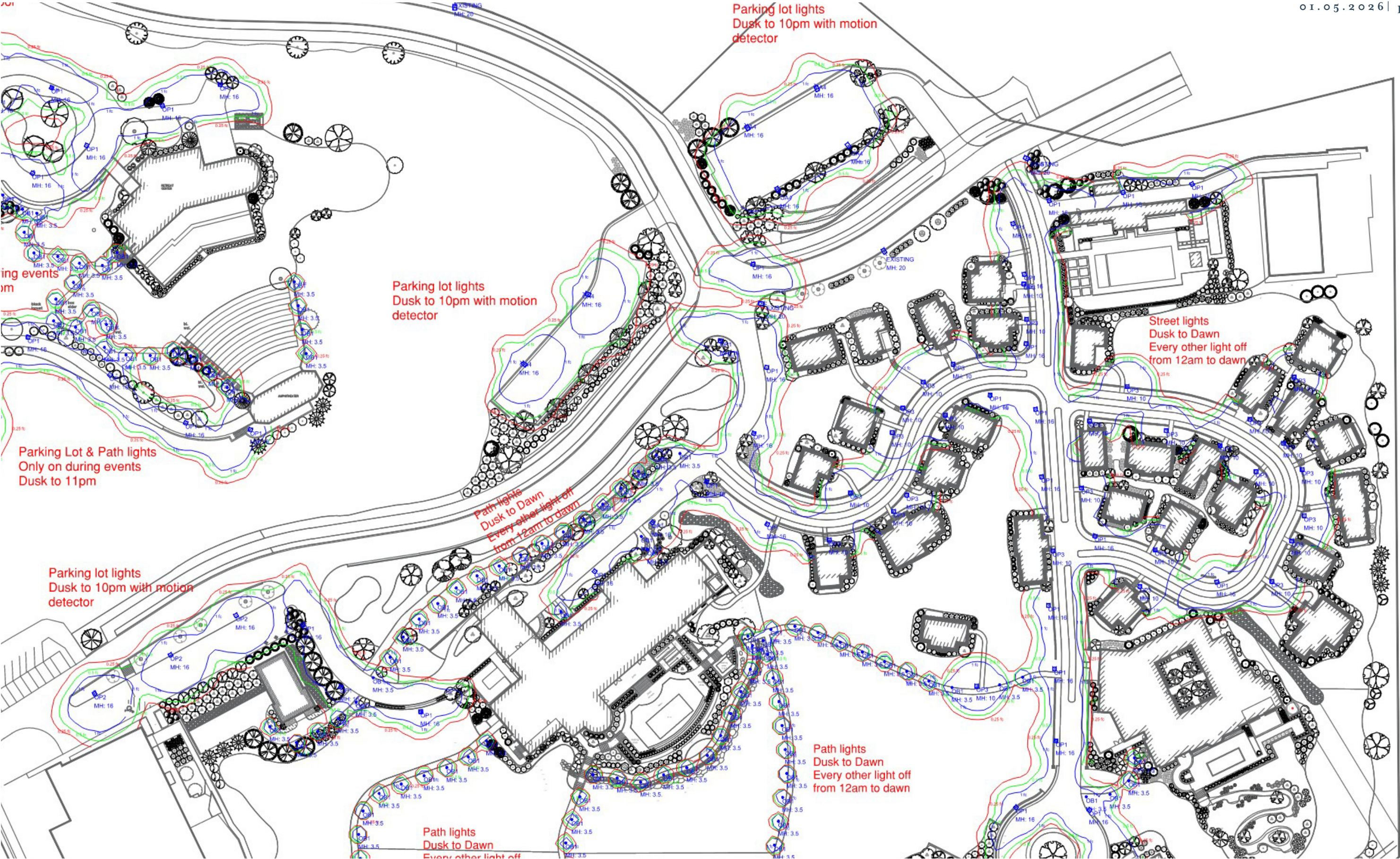


SITE LIGHTING LAYOUT AND PHOTOMETRICS - PRESERVE PATH AND REACQUET HOUSE



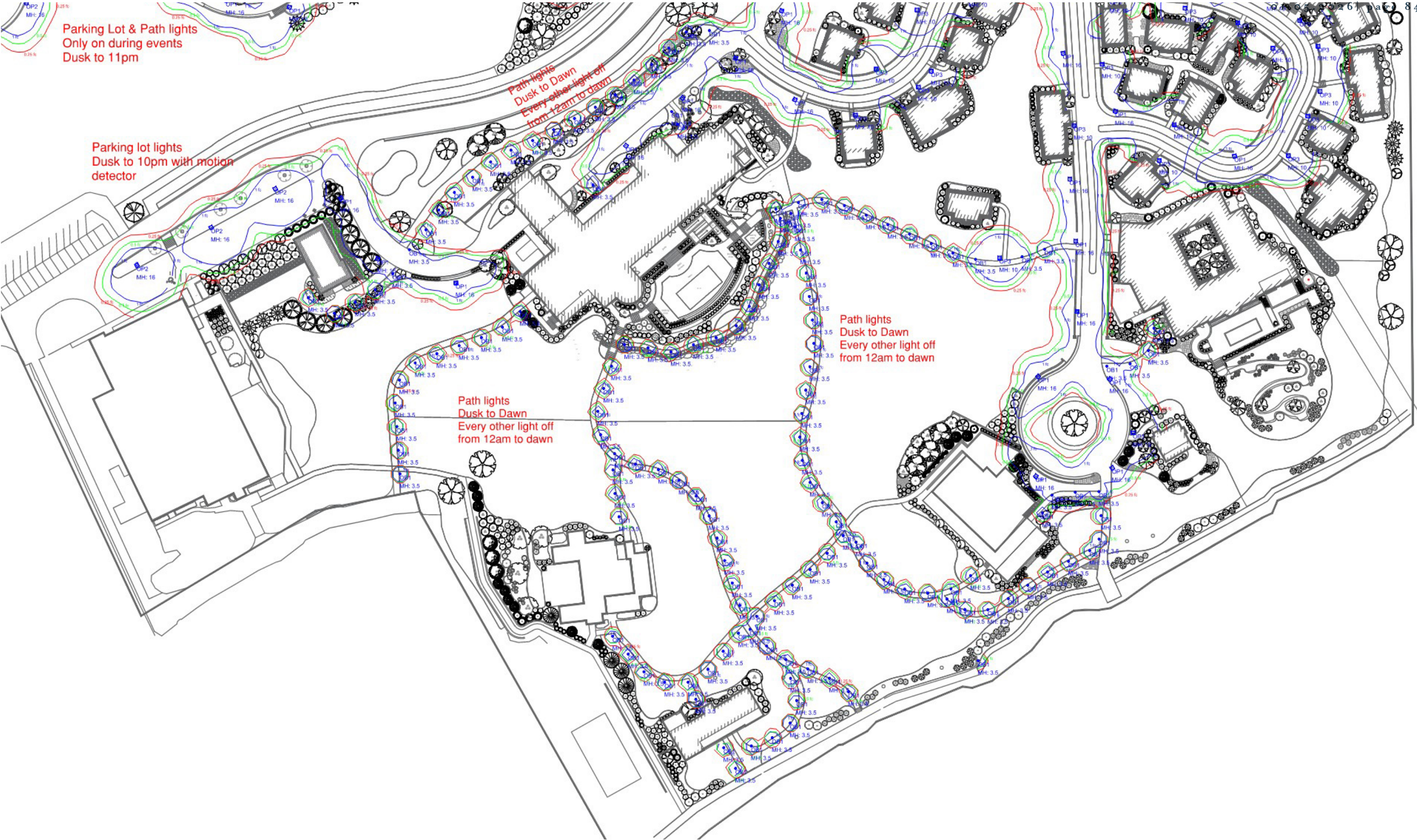
SITE LIGHTING LAYOUT AND PHOTOMETRICS - AMPHITHEATER





SITE LIGHTING LAYOUT AND PHOTOMETRICS - LODGE AND COTTAGES





SITE LIGHTING LAYOUT AND PHOTOMETRICS - LODGE AND COTTAGES



Entrance Sign in same location as existing GWC sign

New Racquet House Sign, out of traffic vision triangle

Entrance Sign in same location as existing GWC sign

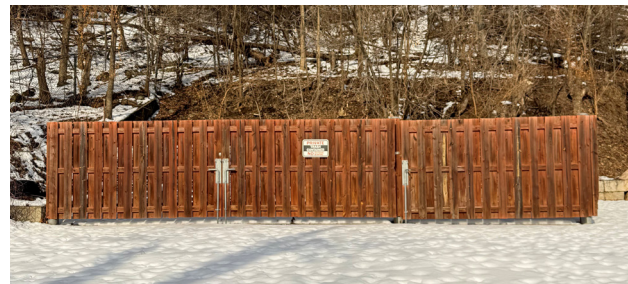
New Retreat Center Sign, out of traffic vision triangle

Entrance Sign in same location as existing GWC sign



SIGNAGE LOCATION DIAGRAM

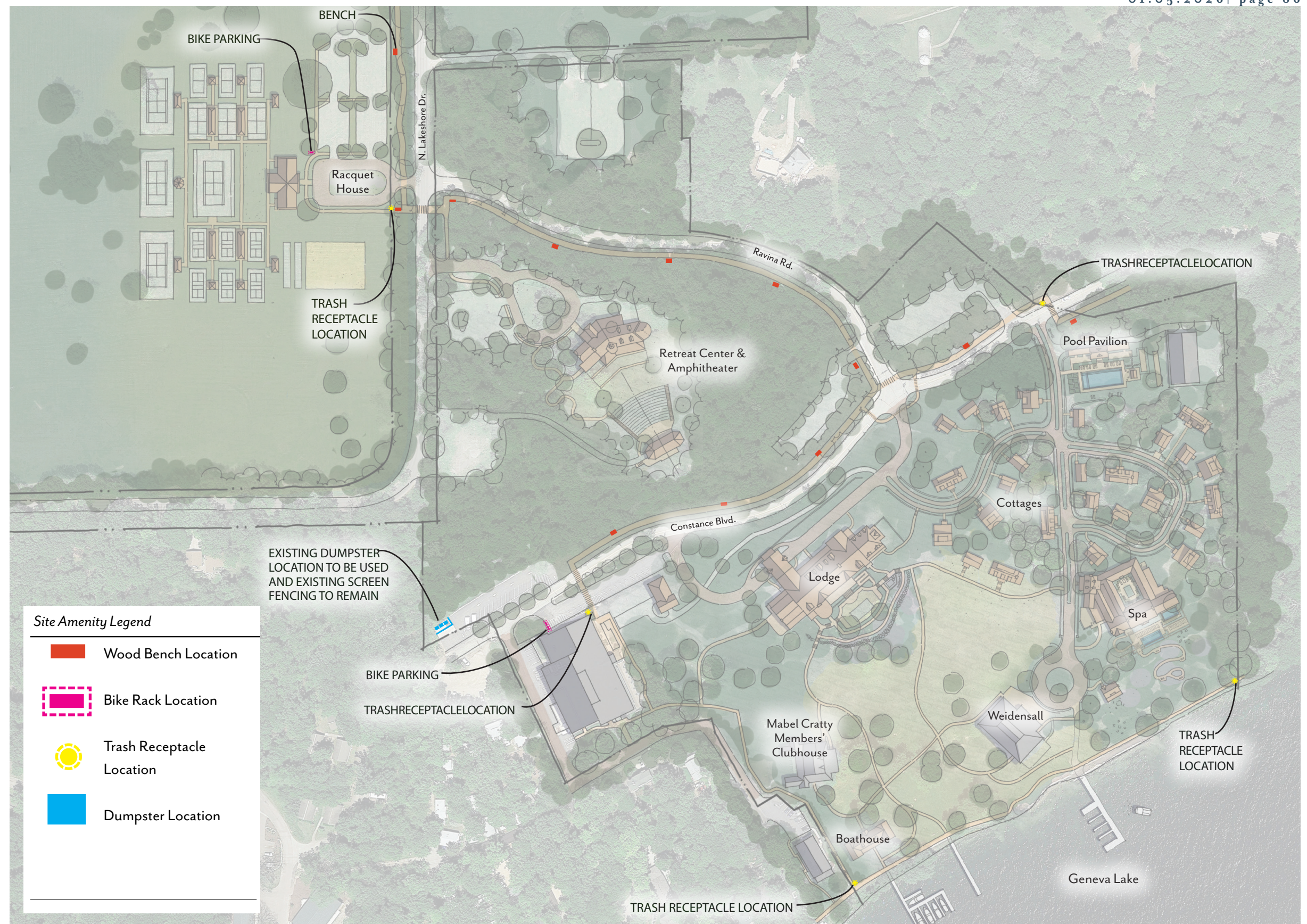




Existing dumpster and 31'-10" x 15'-9" screening enclosure to Remain in existing location as noted in diagram at right. See photos above.



Trash receptacles located as noted in diagram at right.



PUBLIC AMENITIES DIAGRAM

PROPOSED BUILDING IMAGERY

PROPOSED LODGE DESIGN

LODGE SQUARE FOOTAGE:

Main Level:	
Conditioned:	15,087 sq. ft.
Unconditioned (porches, port cochere):	4,414 sq. ft.
Second Level:	
Conditioned:	15,080 sq. ft.
Third Level:	
Conditioned:	7,507 sq. ft.
Unfinished/BOH:	1,478 sq. ft.
Lower Level:	
Conditioned:	12,911 sq. ft.
Unconditioned (porches)	389 sq. ft.
Unfinished/BOH:	3,185 sq. ft.
Total Conditioned:	
50,585 sq. ft.	
Total Unconditioned:	4,803 sq. ft.
Total Unfinished/BOH:	4,663 sq. ft.
TOTAL:	
60,051 sq. ft.	

Note: unconditioned space counted only if “under roof”

TOTAL KEYS SUMMARY

Lodge	
Rooms.....	17
Suites.....	14
Suites+.....	6

TOTAL LODGE KEYS.....37





LODGE FRONT PERSPECTIVE





LODGE REAR PERSPECTIVE



PROPOSED COTTAGE LOCATION DIAGRAM



COTTAGE KEY SUMMARY	
Cottages	
1-Bedroom Cottage.....	14
2-Bedroom Cottage (2 lockouts).....	8
3-Bedroom Cottage.....	6
Spa Cottage	
1-Bedroom.....	1
Boat House	
2-Bedroom (Lockout).....	2
TOTAL COTTAGE KEYS.....	
31	

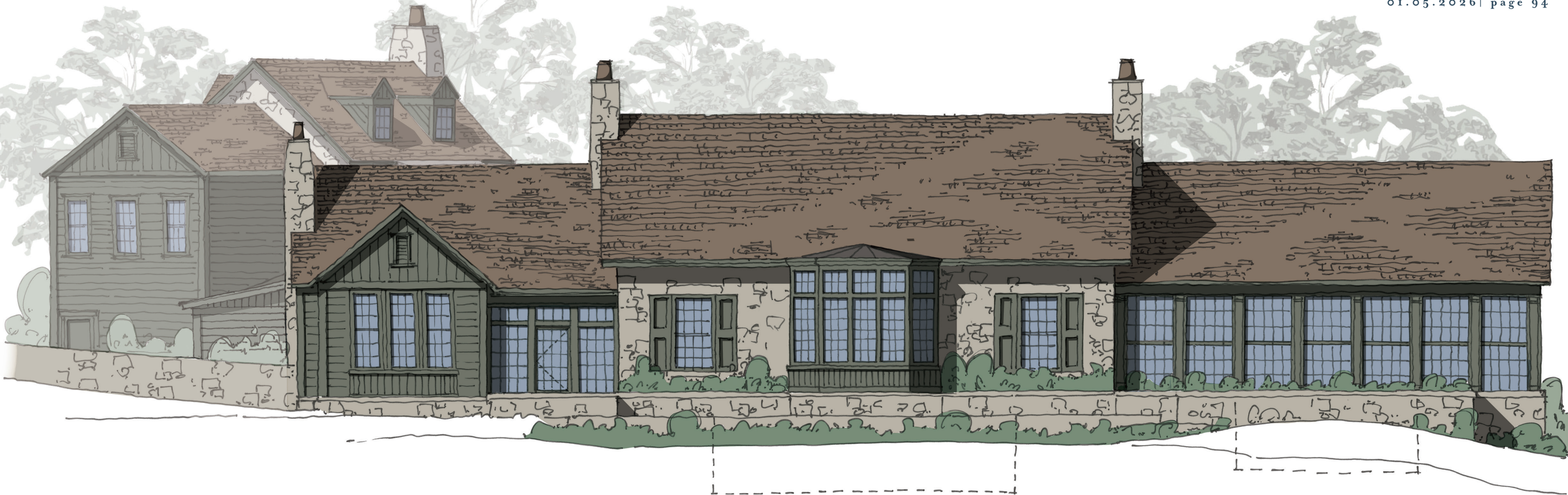


COTTAGE LANE PERSPECTIVE



PROPOSED SPA DESIGN





SPA LAKESIDE ELEVATION
SCALE: 1" = 10'



SPA RECEPTION ELEVATION
SCALE: 1" = 10'



PROPOSED RETREAT CENTER & BANDSHELL DESIGN

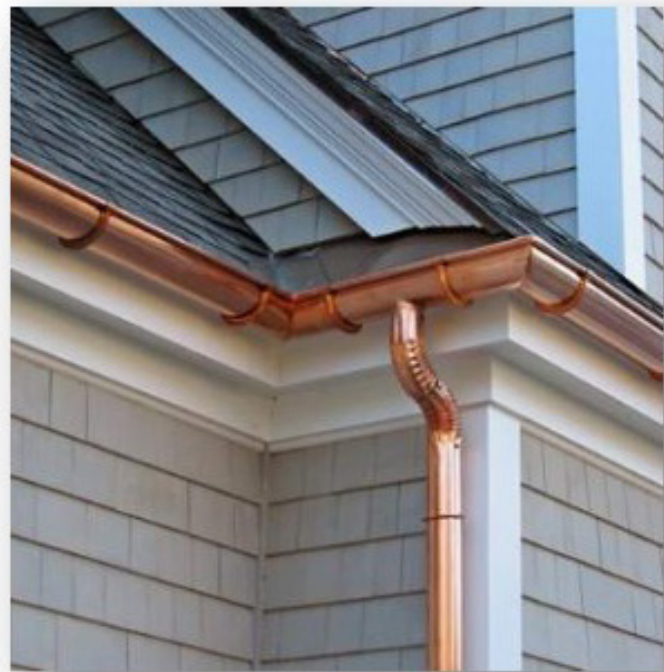




RETREAT CENTER PERSPECTIVE



PROPOSED MATERIAL & COLOR PALETTES



Half-round Gutters with
Round Downspouts



Lead-Coated Copper Roof



Cedar Shake Aged Cedar



Barnwood Blue Ashlar
Stone Chimney & Foundation



Raleigh Green
CW-525
Accent

Painted Shingle Siding



Revere Pewter
HC-172
Lap, Vertical, Shingle
Siding & Trim

Swiss Coffee
OC-45
Lap, Vertical, Shingle
Siding & Trim



Lap Siding



Vertical Siding

LODGE MATERIAL AND COLOR PALETTE





Half-round Gutters with
Round Downspouts



Lead-Coated Copper Roof



Cedar Shake Aged Cedar



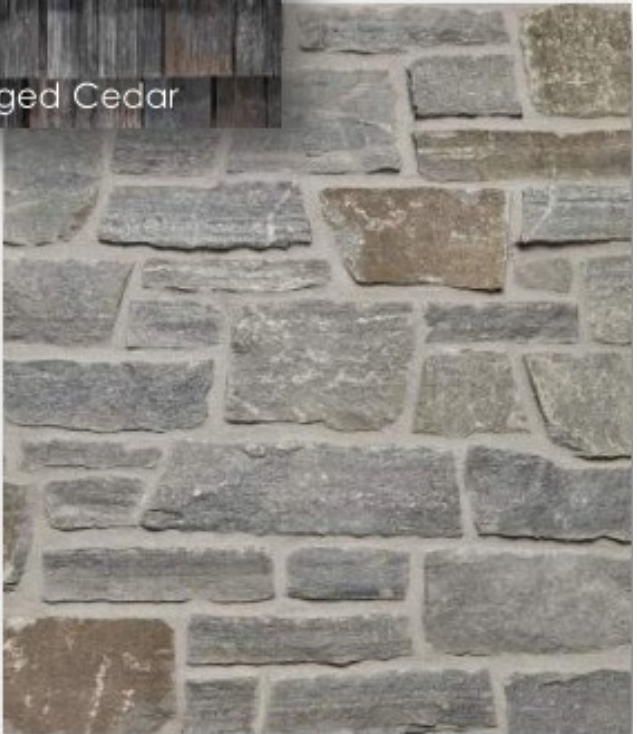
Vertical Siding



Lap Siding



Stucco Natural



Barnwood Blue Ashlar
Foundation, Siding & Chimney

SPA MATERIAL AND COLOR PALETTE

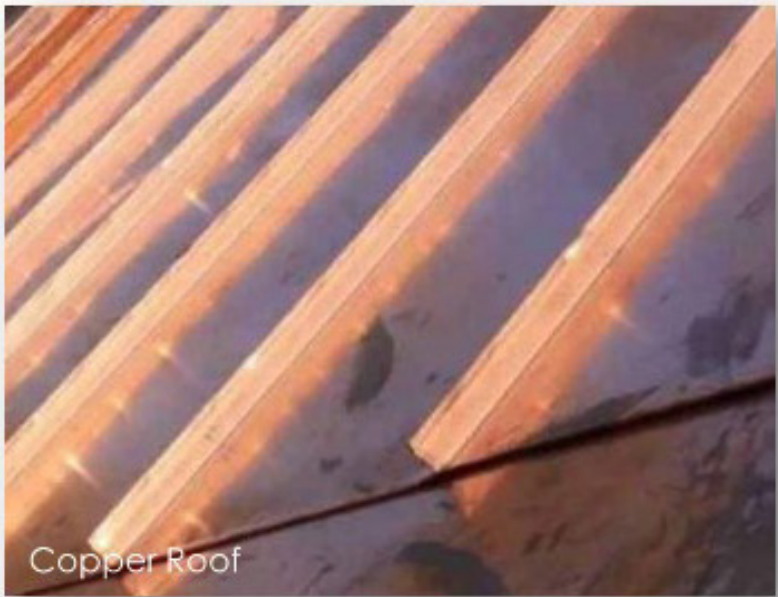




Half-round Gutters with
Round Downspouts



Cedar Trim



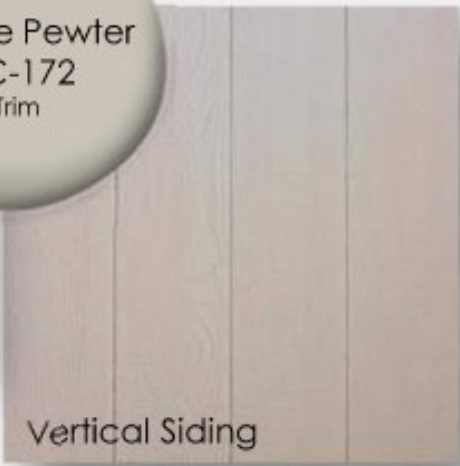
Copper Roof



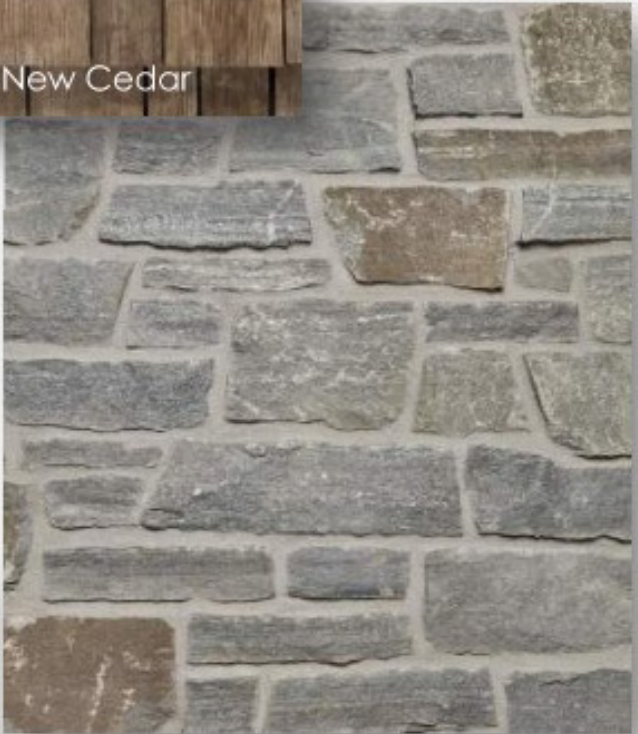
Cedar Shake New Cedar



Natural Cedar Shingle Siding 8" Exposure
Possible Trim, Stained to Match



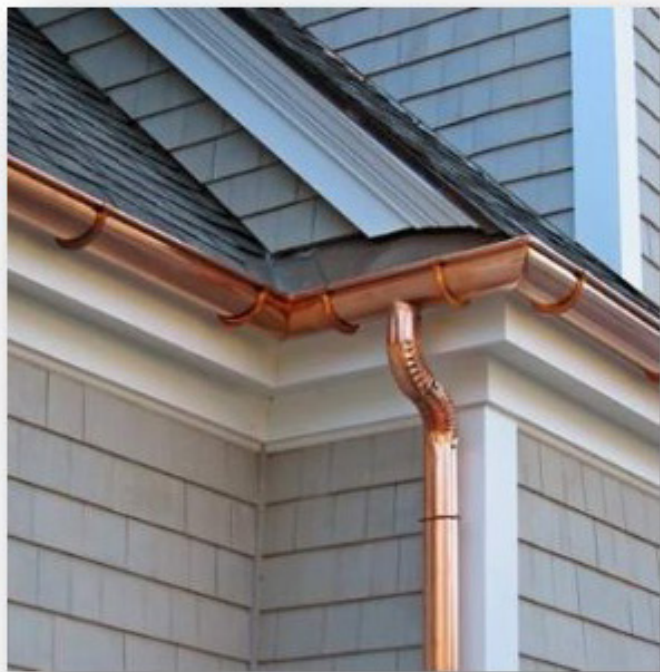
Vertical Siding



Barnwood Blue Ashlar
Foundation, Siding & Chimney

RETREAT CENTER MATERIAL AND COLOR PALETTE





Half-round Gutters with
Round Downspouts



Revere Pewter
HC-172
Accent



Swiss Coffee
OC-45
Accent



Lead-Coated Copper Roof



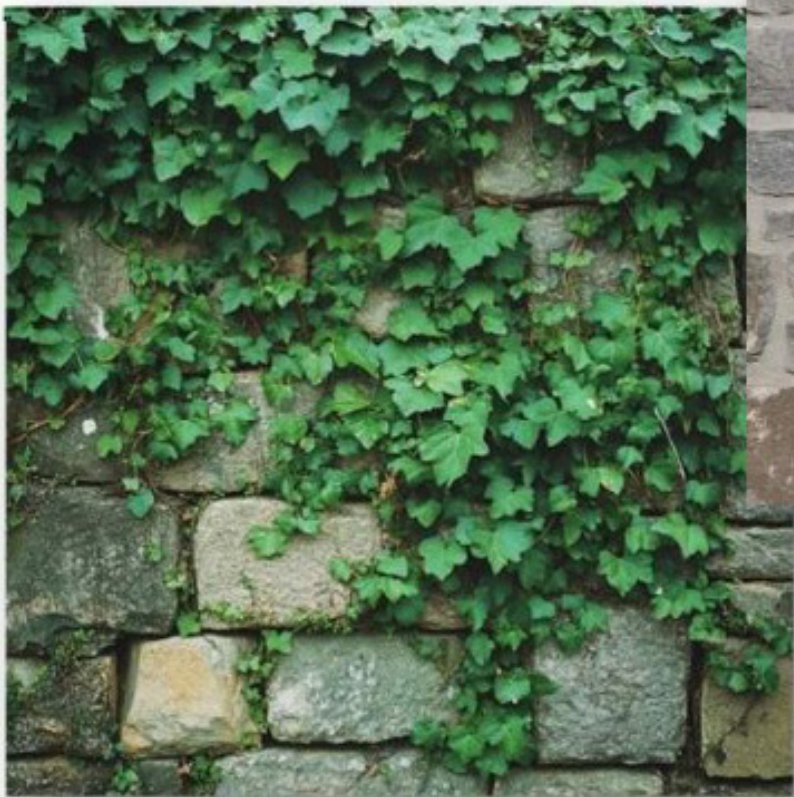
Cedar Shake Aged Cedar



Raleigh Green
CW-525
Vertical Siding
& Trim



Vertical Siding



Barnwood Blue Ashlar
Foundation, Siding & Chimney



POOL HOUSE MATERIAL AND COLOR PALETTE





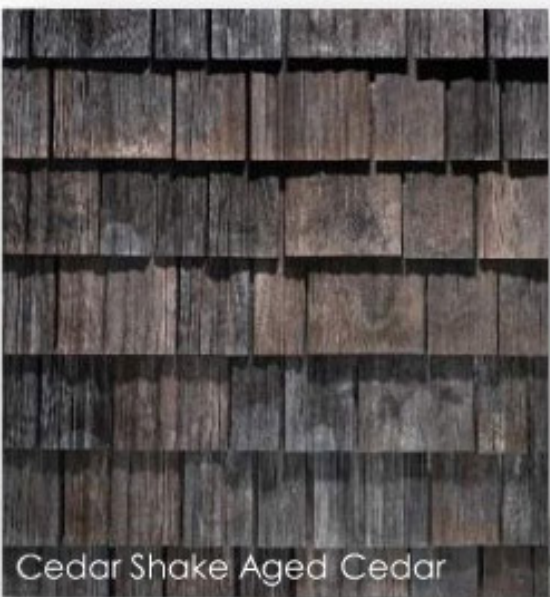
Half-round Gutters with
Round Downspouts



Raleigh Green
CW-525
Accent



Lead-Coated Copper Roof



Cedar Shake Aged Cedar



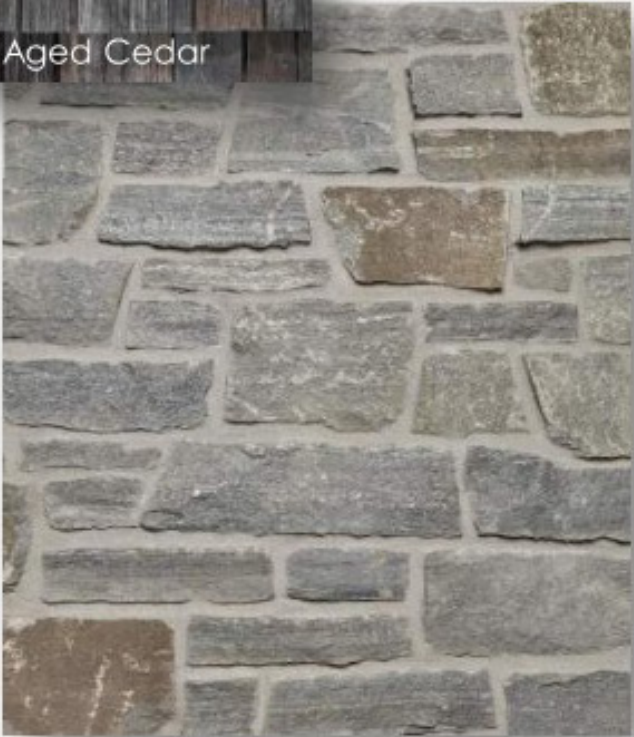
Revere Pewter
HC-172
Lap Siding
& Trim



Swiss Coffee
OC-45
Lap Siding
& Trim



Lap Siding



Barnwood Blue Ashlar
Foundation, Siding & Chimney

RACQUET HOUSE MATERIAL AND COLOR PALETTE





Cedar Trim



Lead-Coated Copper Roof

SHADE PAVILION AND COLOR PALETTE





Half-round Gutters with
Round Downspouts



Barnwood Blue Ashlar
Siding

BANDSHELL MATERIAL AND COLOR PALETTE





Half-round Gutters with
Round Downspouts



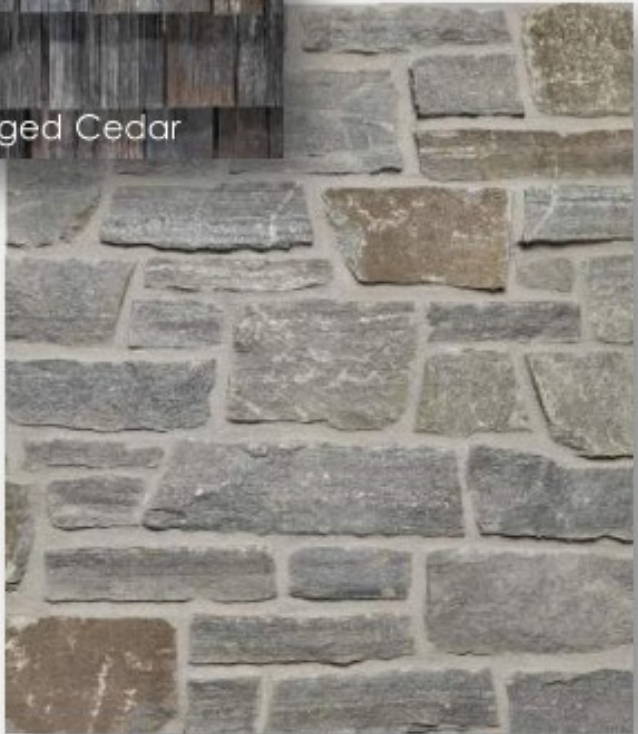
Bracketed Awning with
Metal Roof



Cedar Shake Aged Cedar



Wood Carriage Doors



Barnwood Blue Ashlar
Foundation & Siding

CART BARN MATERIAL AND COLOR PALETTE



Half-round Gutters with
Round Downspouts



Cedar Vertical Siding



Lead-Coated Copper Roof



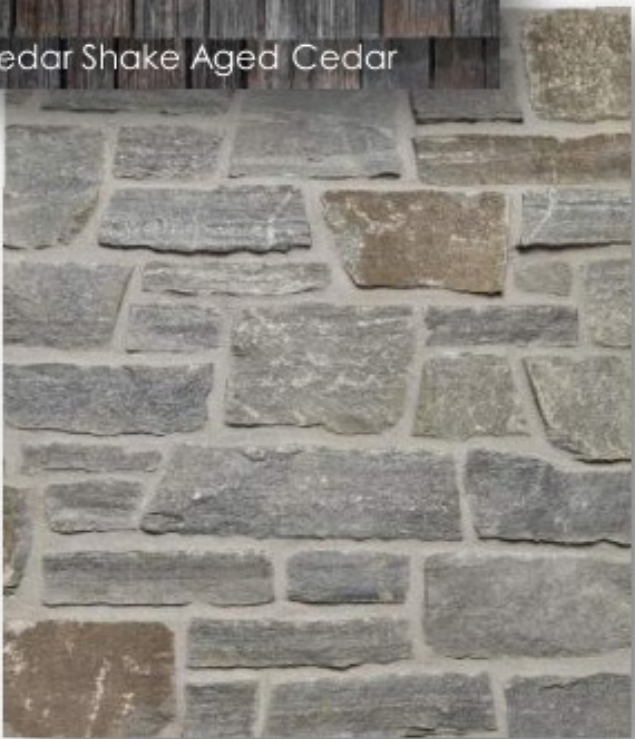
Cedar Shake Aged Cedar



Cedar Shingle Siding 8" Exposure



Cedar Lap Siding 8" Exposure



Barnwood Blue Ashlar
Stone Foundation



Swiss Coffee
OC-45
Trim & Accent



Revere Pewter
HC-172
Trim & Accent

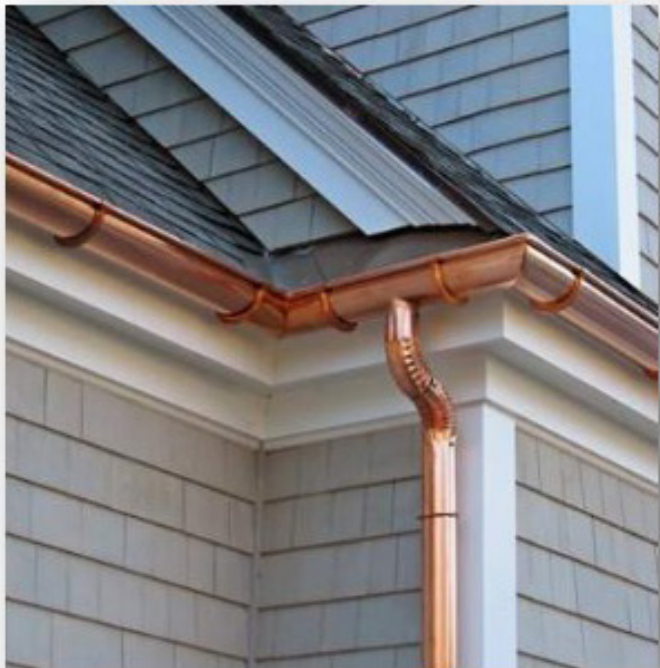


Raleigh Green
CW-525
Trim & Accent



Jamestown Blue
HC-148
Trim & Accent

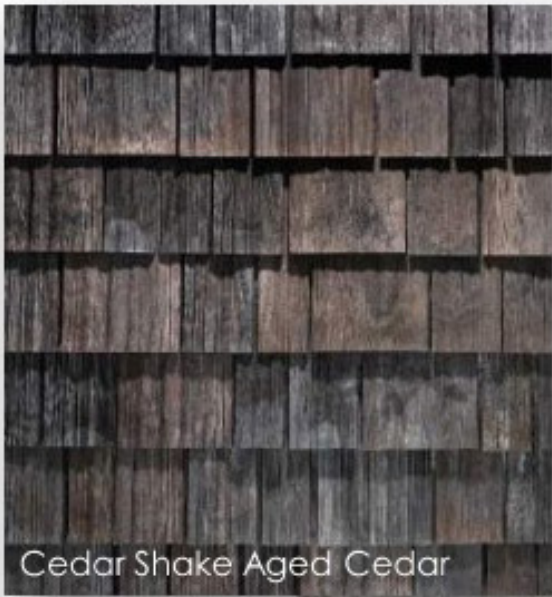
COTTAGES MATERIAL AND COLOR PALETTE



Half-round Gutters with
Round Downspouts



Lead-Coated Copper Roof



Cedar Shake Aged Cedar



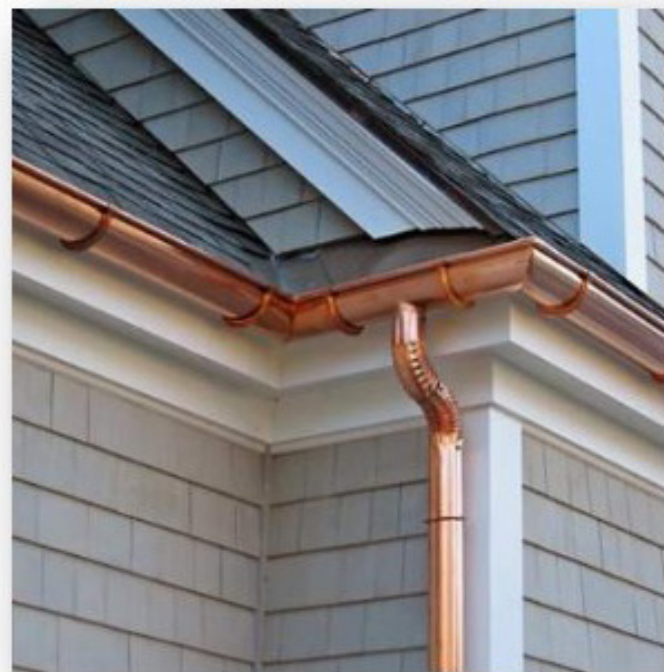
Lap Siding



Barnwood Blue Ashlar
Stone Foundation

SPA COTTAGE MATERIAL AND COLOR PALETTE





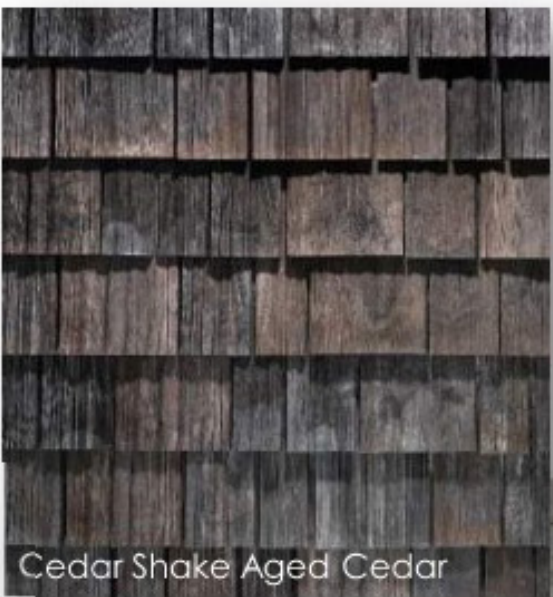
Half-round Gutters with
Round Downspouts



Raleigh Green
CW-525
Lap Siding & Trim



Lap Siding



Cedar Shake Aged Cedar



Barnwood Blue Ashlar
Stone Foundation

BOATHOUSE MATERIAL AND COLOR PALETTE





Half-round Gutters with
Round Downspouts



Replace with New
Windows, Look to
Match Existing Style



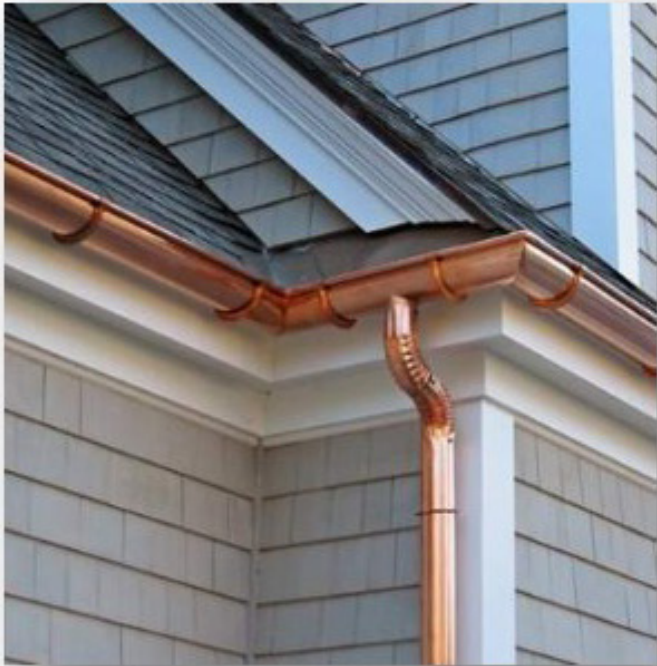
Existing Siding



Asphalt Shingles Color TBD

MABEL CRATTY MATERIAL AND COLOR PALETTE





Half-round Gutters with
Round Downspouts



Replace with New
Windows, Look to
Match Existing Style



Existing Siding



Asphalt Shingles Color TBD

WEIDENSALL MATERIAL AND COLOR PALETTE





Half-round Gutters with
Round Downspouts



Replace with New
Windows, Look to
Match Existing Style



Asphalt Shingles Color TBD



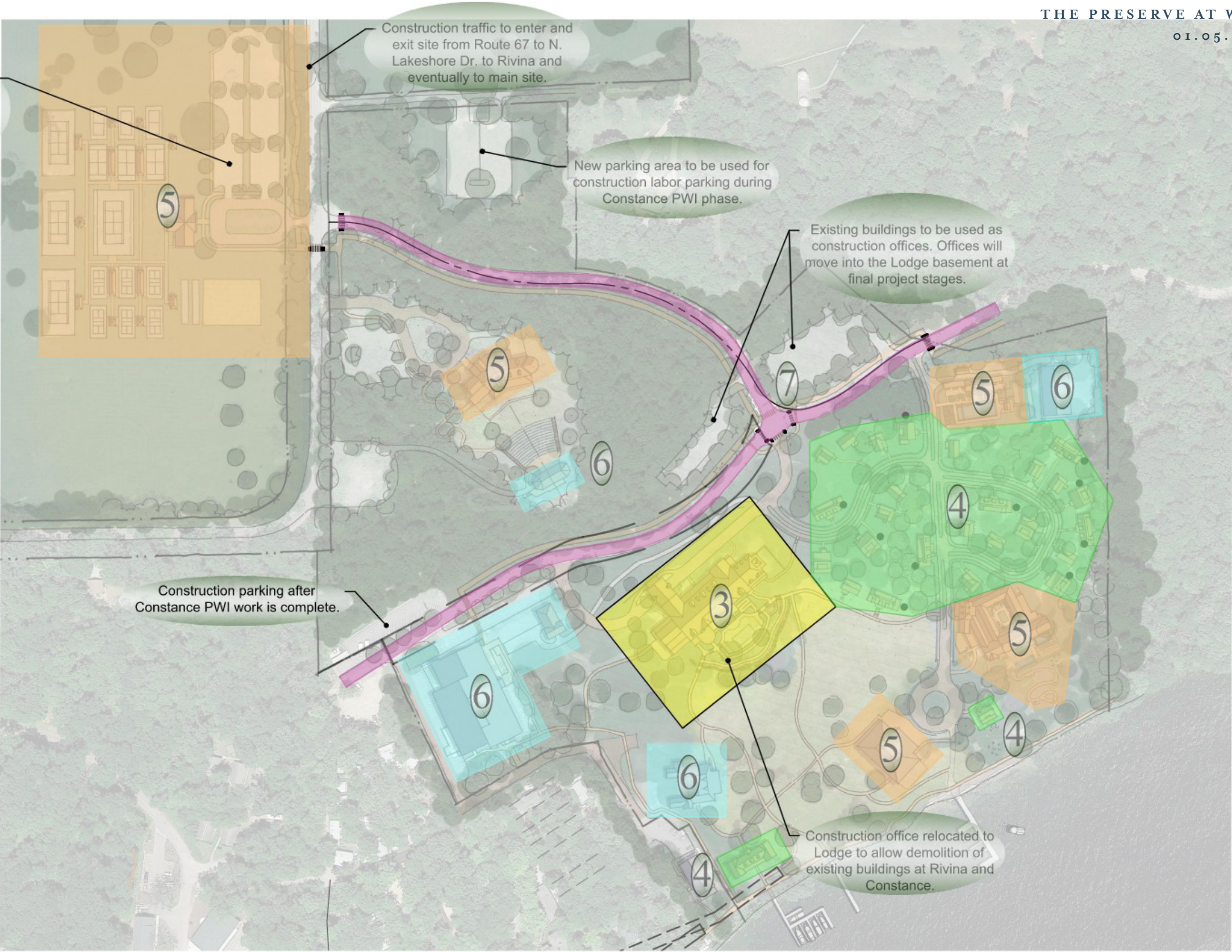
Existing Siding

COMFORT STATION MATERIAL AND COLOR PALETTE



ADDITIONAL REQUESTED INFORMATION

Future Racquet House parking lot to be used for construction material storage and staging with silt and security fence in place to protect preservation area.



Construction Schedule

1. Demo (not pictured)
2. Public Utilities (not pictured)
3. Lodge
4. Cabins
5. Spa, Retreat Center, Weidensall, Pool & Pavilion, Racquet Center
6. Mabel Cratty, Bandshell, Cart Barn, Comfort Station (not pictured), Maintenance Building, Guest Services.
7. Ravinia/Constance - Public Roads
8. Preparation for Public Opening

See attached construction schedule for timeline.

CONSTRUCTION SCHEDULE & PHASING PLAN

SCALE: 1" = 180'



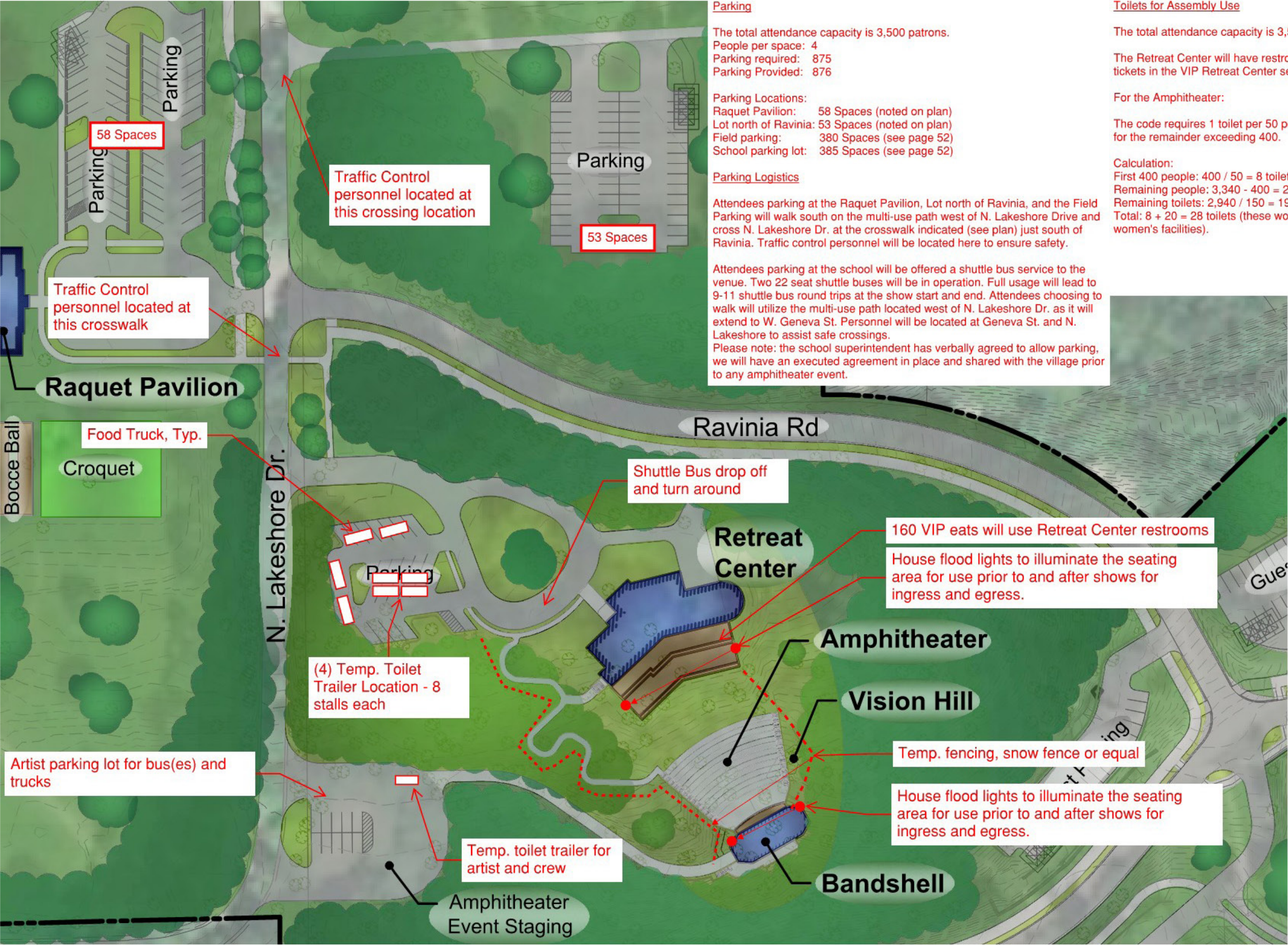
Preserve Schedule Loading

11/13/2025

		2025		2026												2027											
Findorff	Phase of Work	Nov '25	Dec '25	Jan '26	Feb '26	Mar '26	Apr '26	May '26	Jun '26	Jul '26	Aug '26	Sept '26	Oct '26	Nov '26	Dec '26	Jan '27	Feb 27	Mar '27	Apr '27	May '27	Jun '27	Jul '27	Aug '27	Sept '27	Oct '27	Nov '27	Dec '27
Reed	Demo / Site																										
Public	Public Utilities																										
	Lodge																										
	Cabins (BH, Spa)																										
	Spa																										
	Retreat Center																										
	Weidensall																										
	Pool & Pavilion																										
	Racquet Center																										
	Mabel Cratty																										
	Bandshell																										
	Cart Barn																										
	Comfort Station																										
	Maintenance Building																										
	Guest Services																										

CONSTRUCTION SCHEDULE





SPECIAL EVENTS LOGISTICS

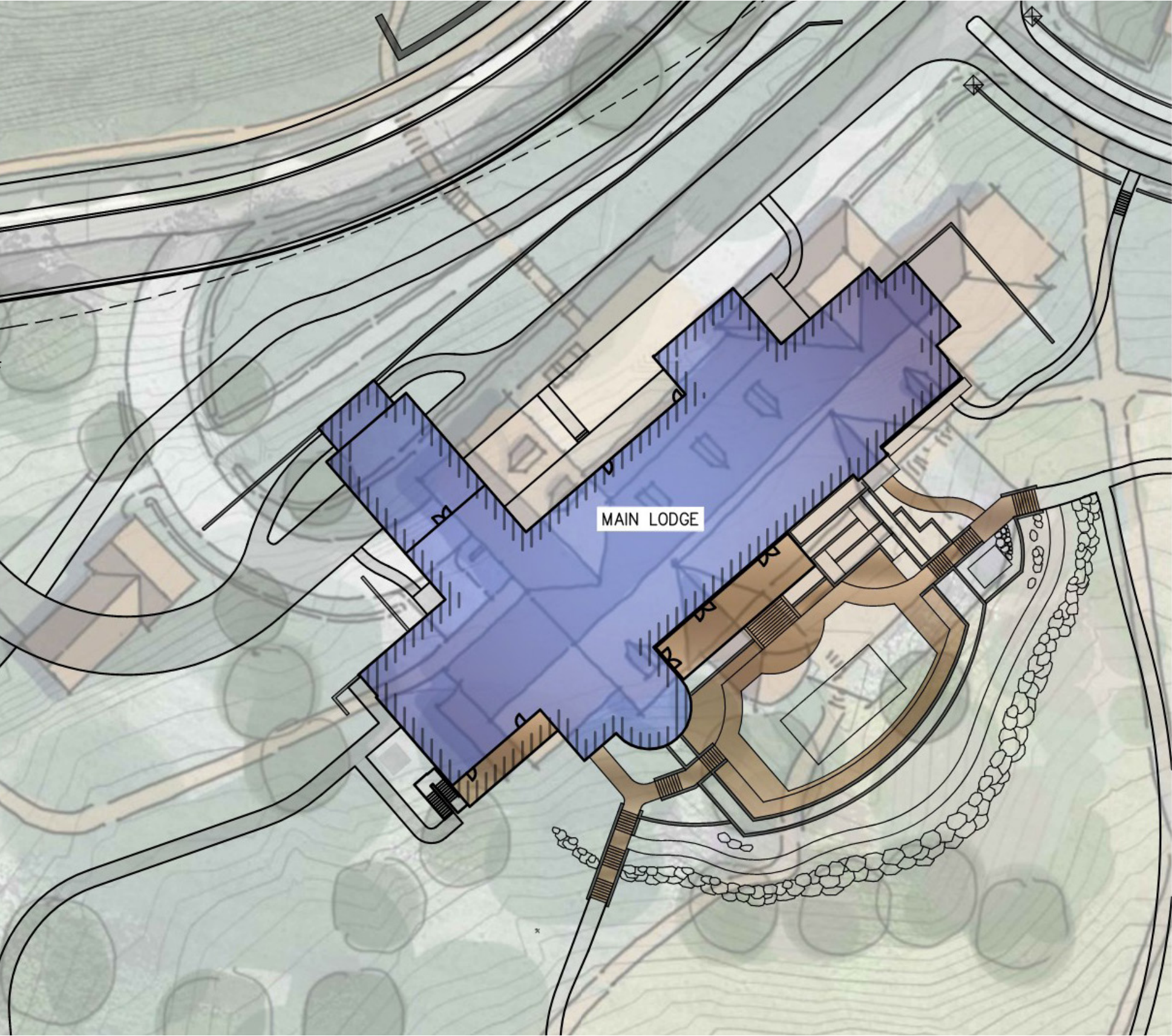


GDP VS FDP COMPARISON PLANS
FOR REFERENCE ONLY

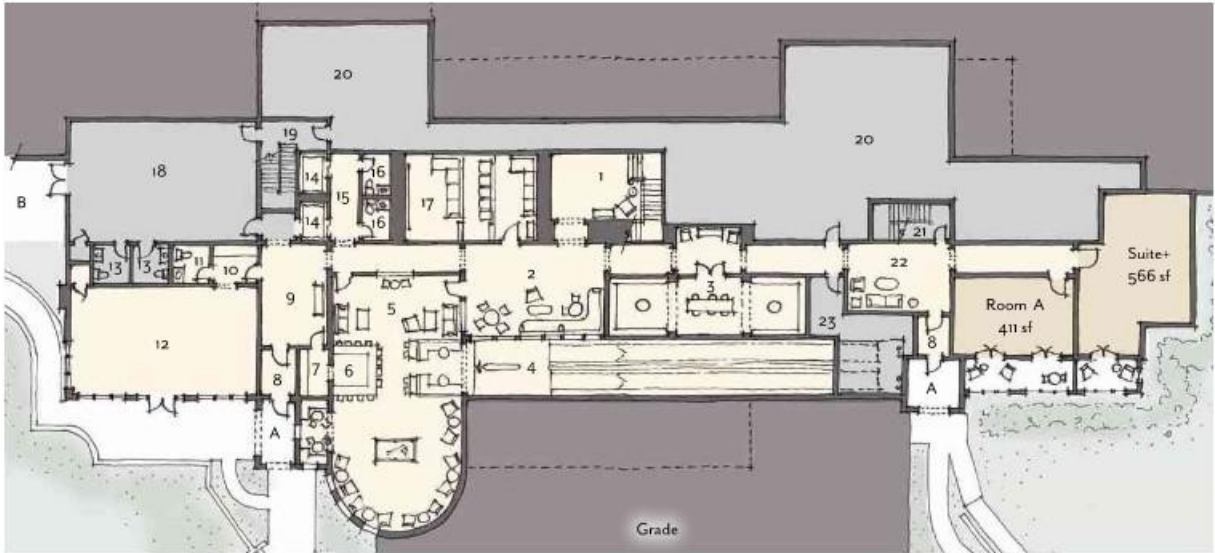
Description of Square Footage Change - Lodge

In the GDP submission, square footage included only habitable spaces and excluded unfinished, storage, and mechanical spaces as well as porches and patios. In the FDP, the total overall square footages for both conditioned and unconditioned are being listed. However, there have been program changes to the Lodge which have contributed to an increase in the overall square footage count, but it is important to note that the overall height of the building and massing have not change. The footprint of the building has increased by roughly 300sf. This is due mostly to the transition from sketch floor plans to CAD floor plans as wall assemblies, Code clearances, and other items were finalized. An increase in finished square footage is a result of capturing previously unfinished square footage in the mechanical and storage areas of the basement and the attic. As marketing studies were continued, we found that additional program would be beneficial – a yoga space, a large meeting room, men’s and women’s locker rooms for those taking part in lake activities, and additional office space for the Lodge staff. We also increased the size of one of the suites on the lower level as well as one on the third floor. This captured square footage is highlighted in blue in the following pages and total is roughly 2,500sf.

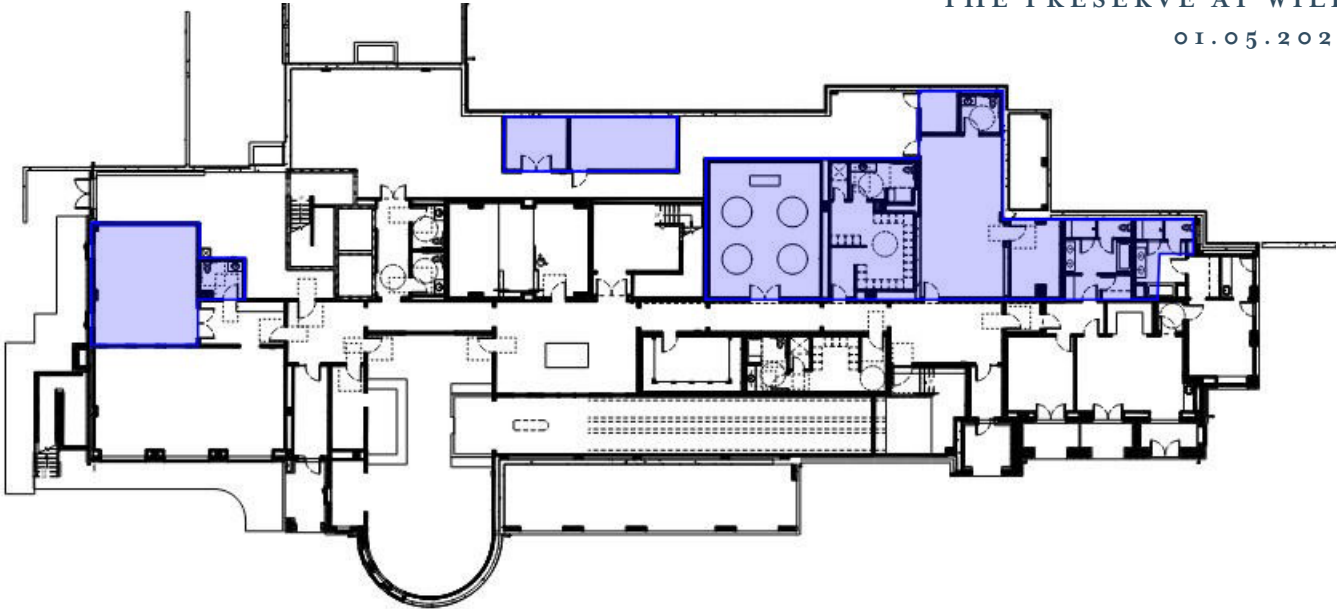
Lodge Footprint SF:
GDP.....18,966 sf
FDP.....18,318 sf



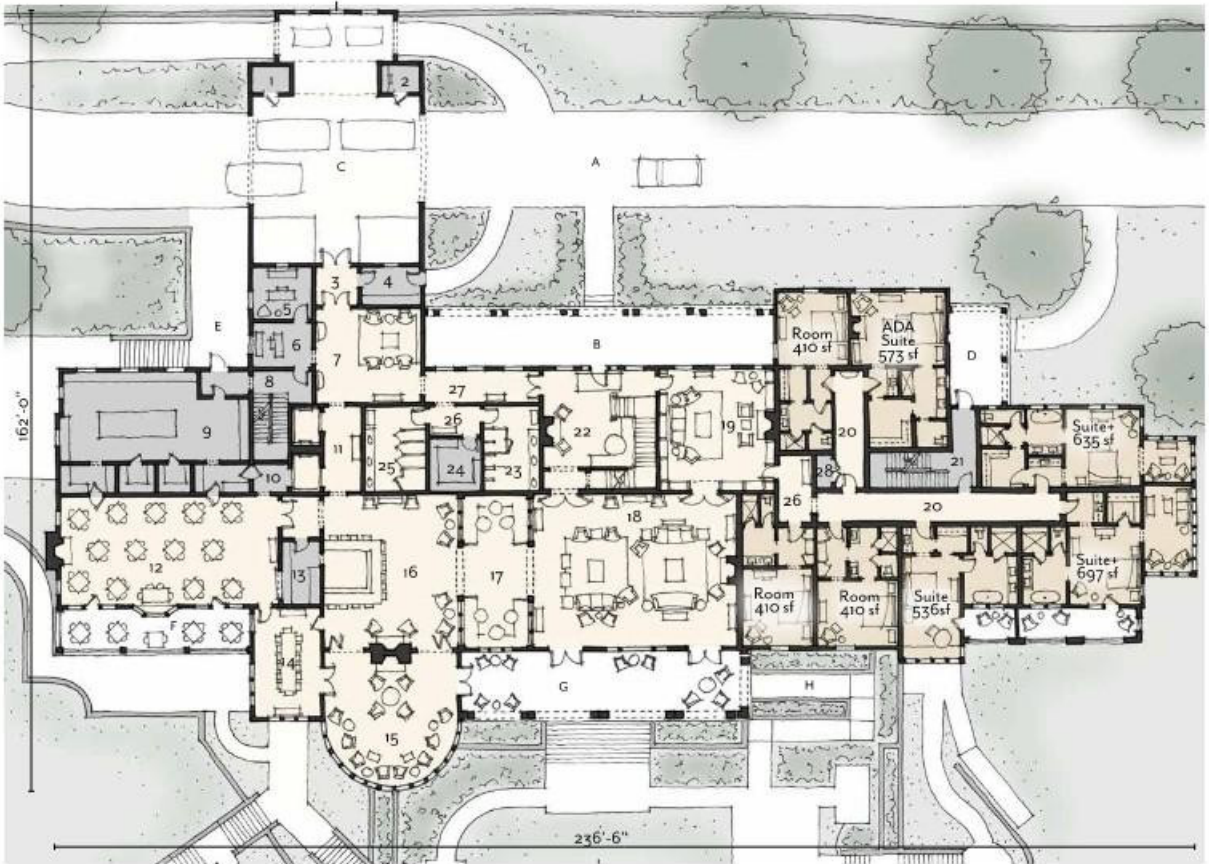
GDP VS FDP LODGE COMPARISON



LODGE - LOWER FLOOR - GDP

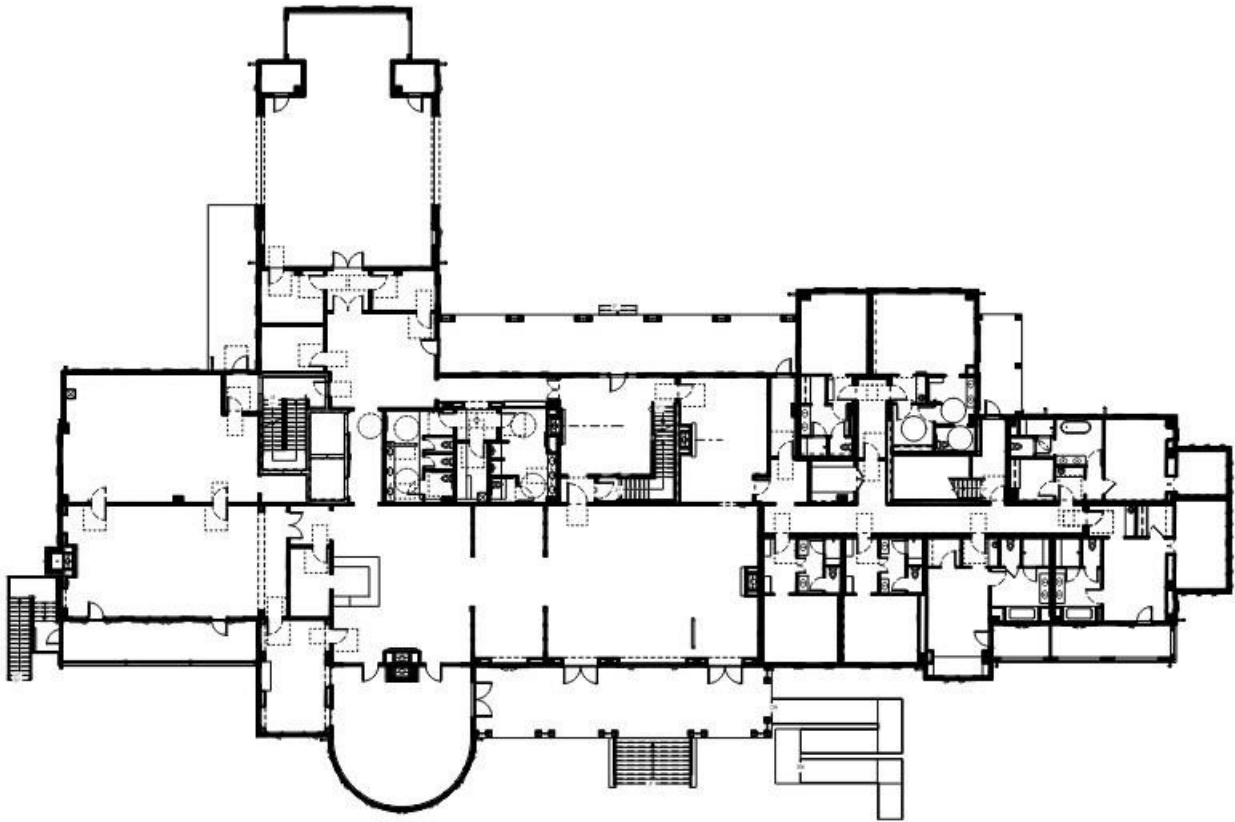


LODGE - LOWER FLOOR - FDP



LODGE - MAIN FLOOR - GDP

TOTAL SQ FT (FINISHED): 14,815 SF
TOTAL SQ FT (GROSS): 19,200 SF

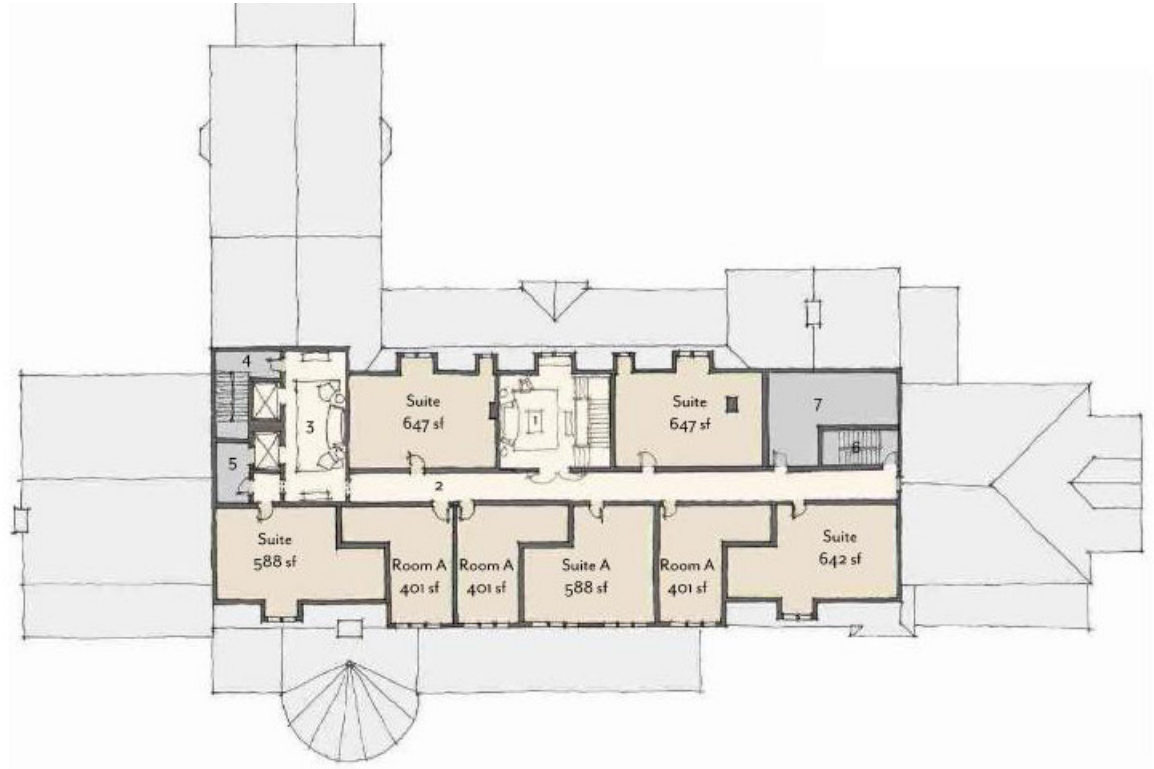


LODGE - MAIN FLOOR - FDP

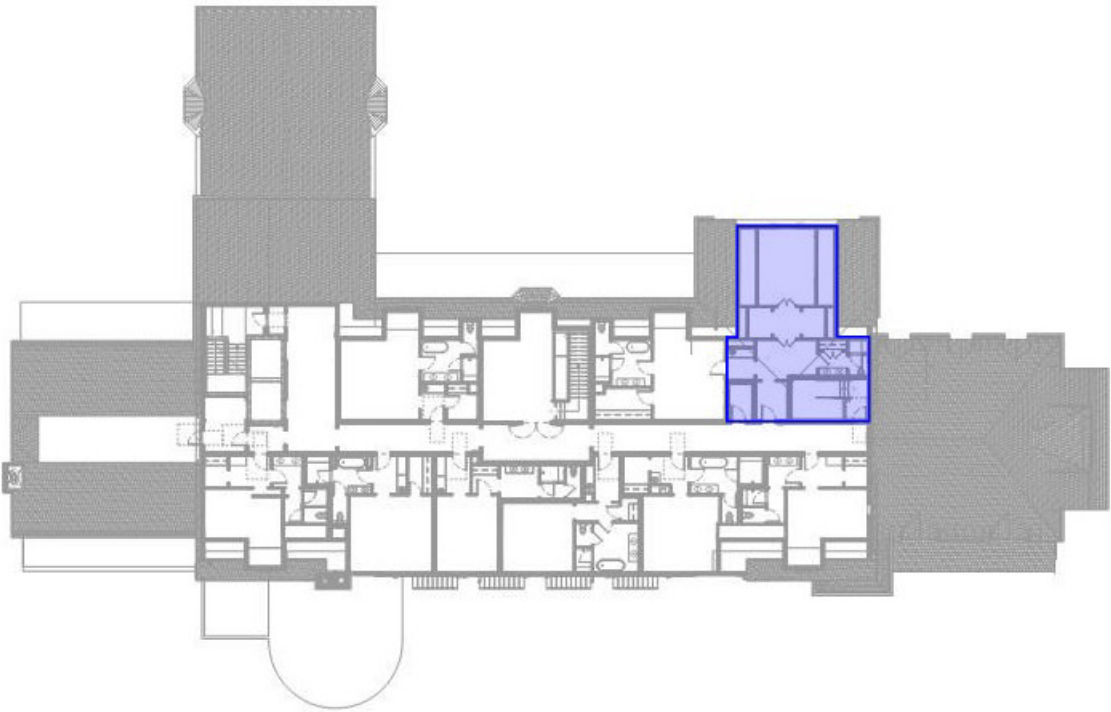
TOTAL SQ FT (FINISHED): 15,087 SF (+272 SF)
TOTAL SQ FT (GROSS): 19,501 SF (+301 SF)

GDP VS FDP LODGE COMPARISON

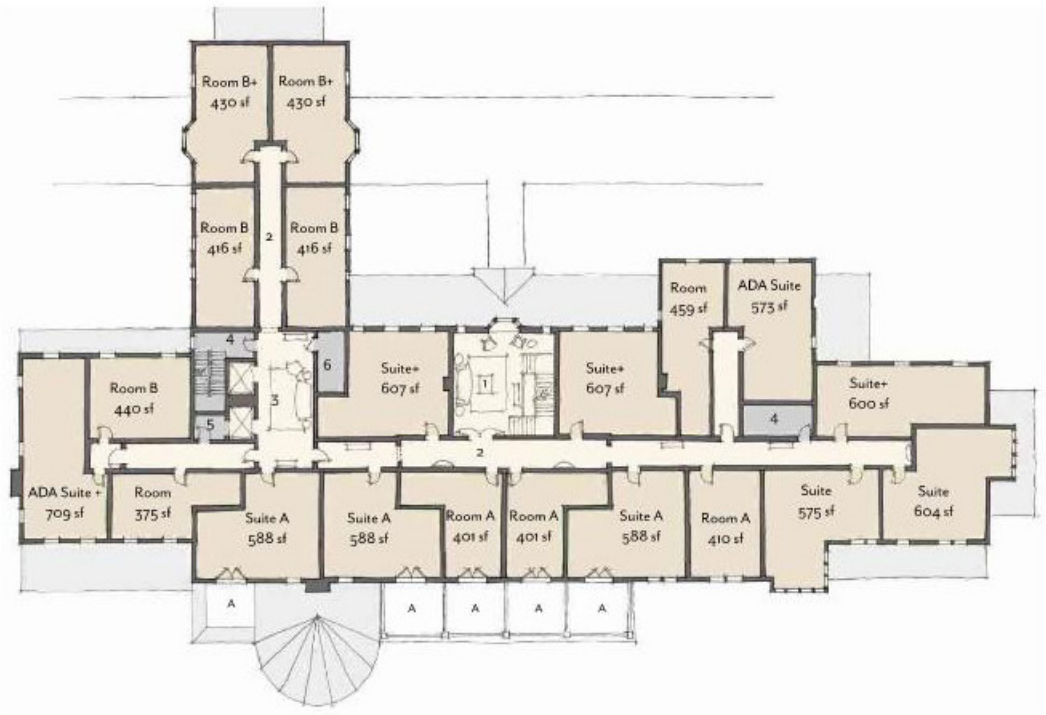




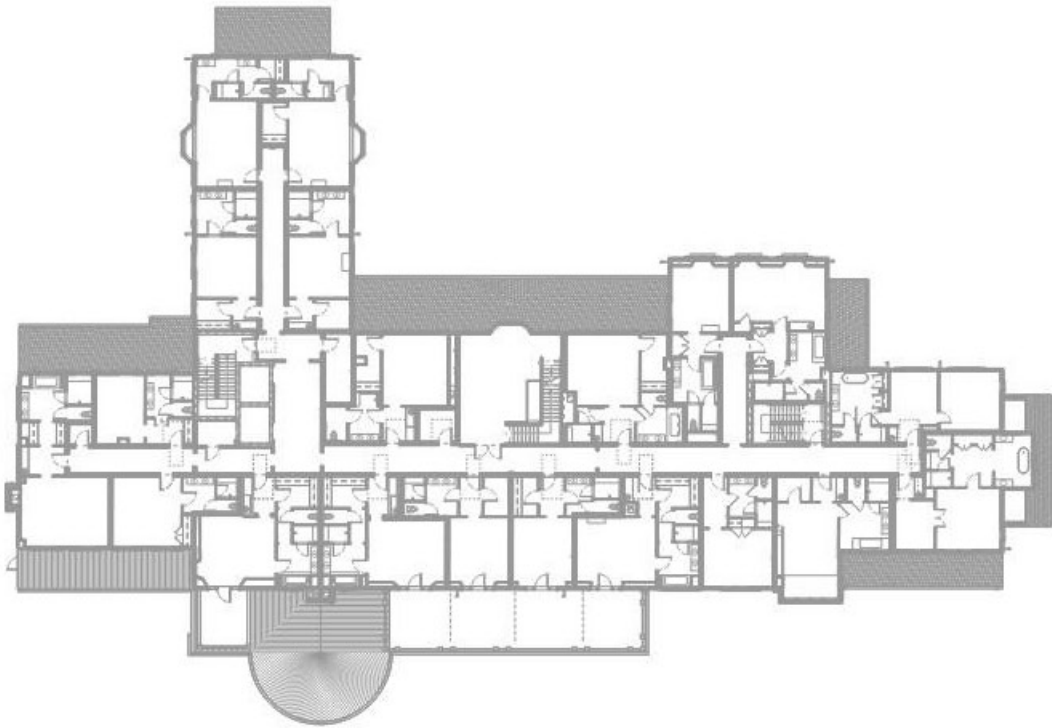
LODGE - THIRD FLOOR - GDP



LODGE - THIRD FLOOR - FDP



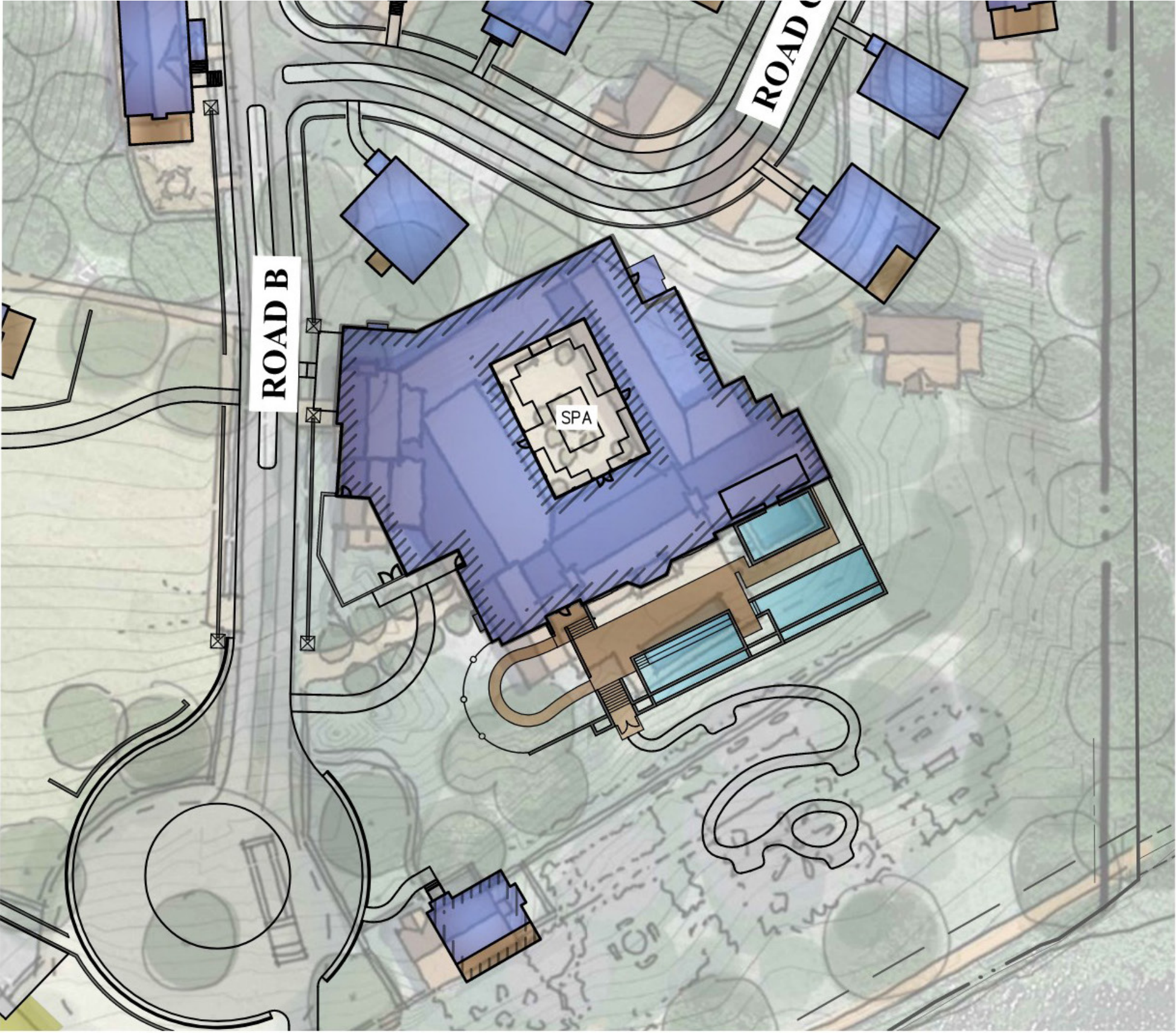
LODGE - SECOND FLOOR - GDP



LODGE - SECOND FLOOR - FDP

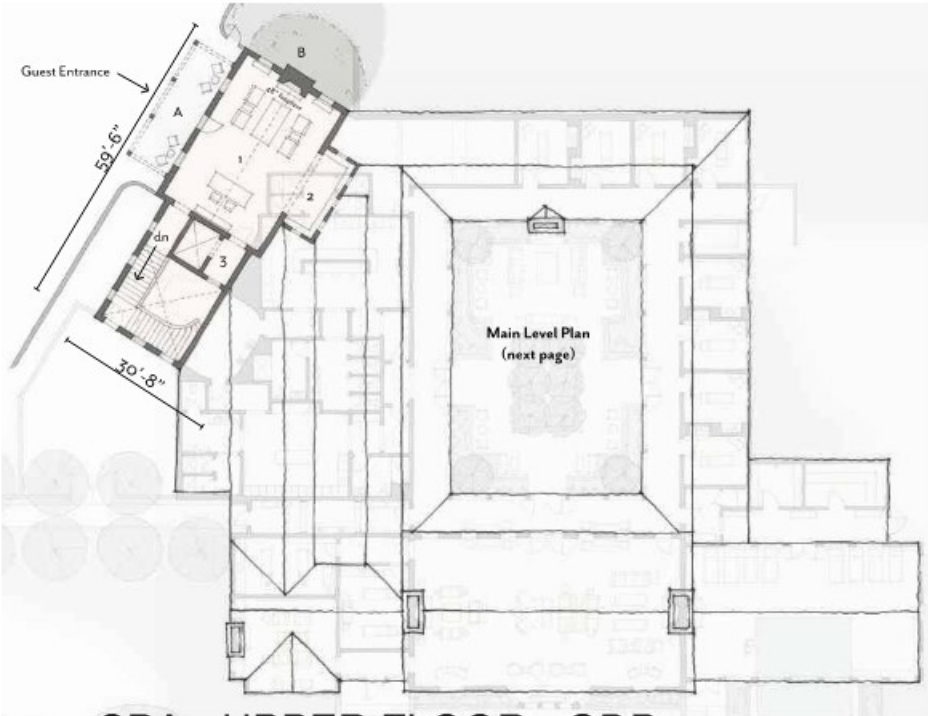
GDP VS FDP LODGE COMPARISON



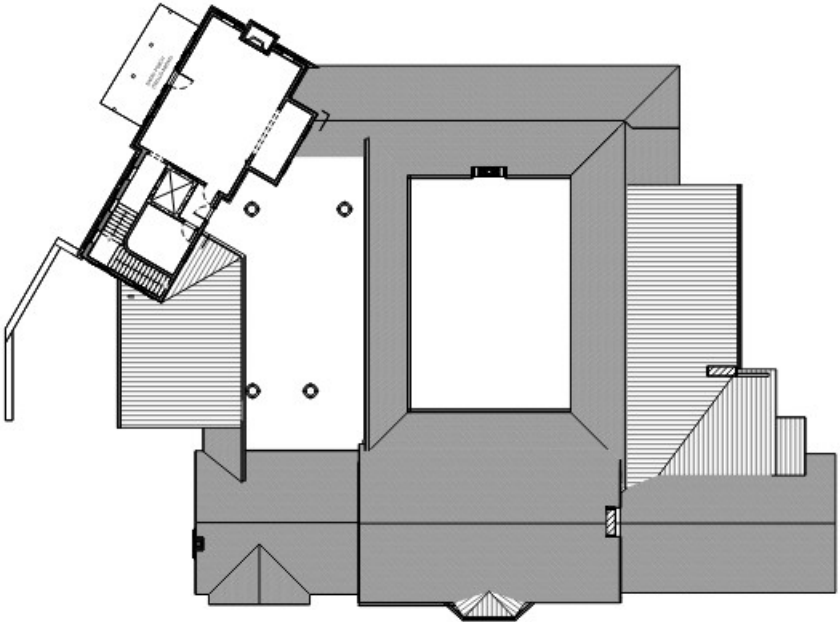


GDP - FDP OVERLAY - SPA

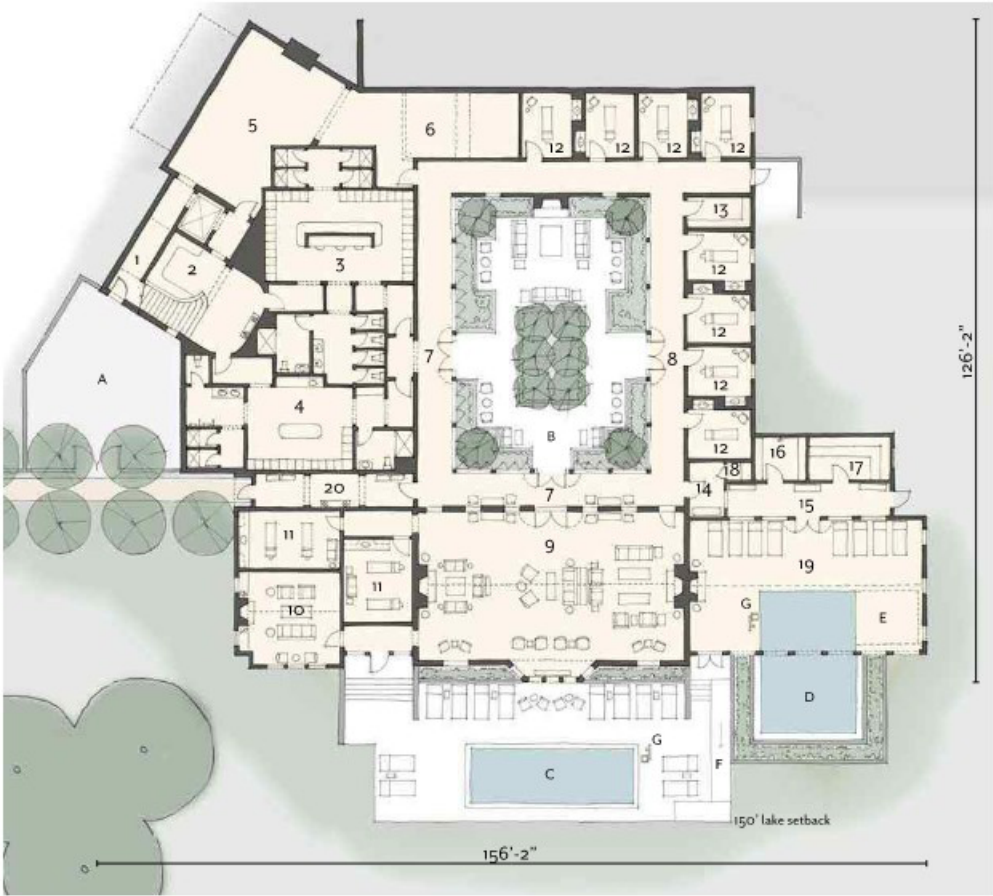




SPA - UPPER FLOOR - GDP

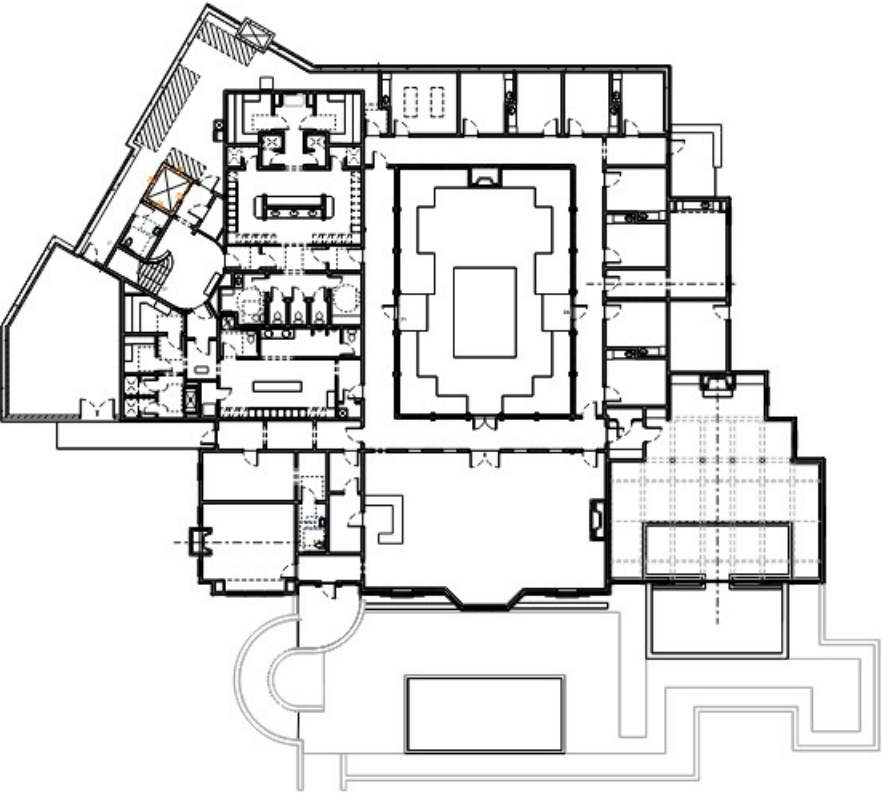


SPA - UPPER FLOOR - FDP



SPA - MAIN FLOOR - GDP

TOTAL SQ FT (FINISHED): 9,000 SF
TOTAL SQ FT (GROSS): 10,710 SF

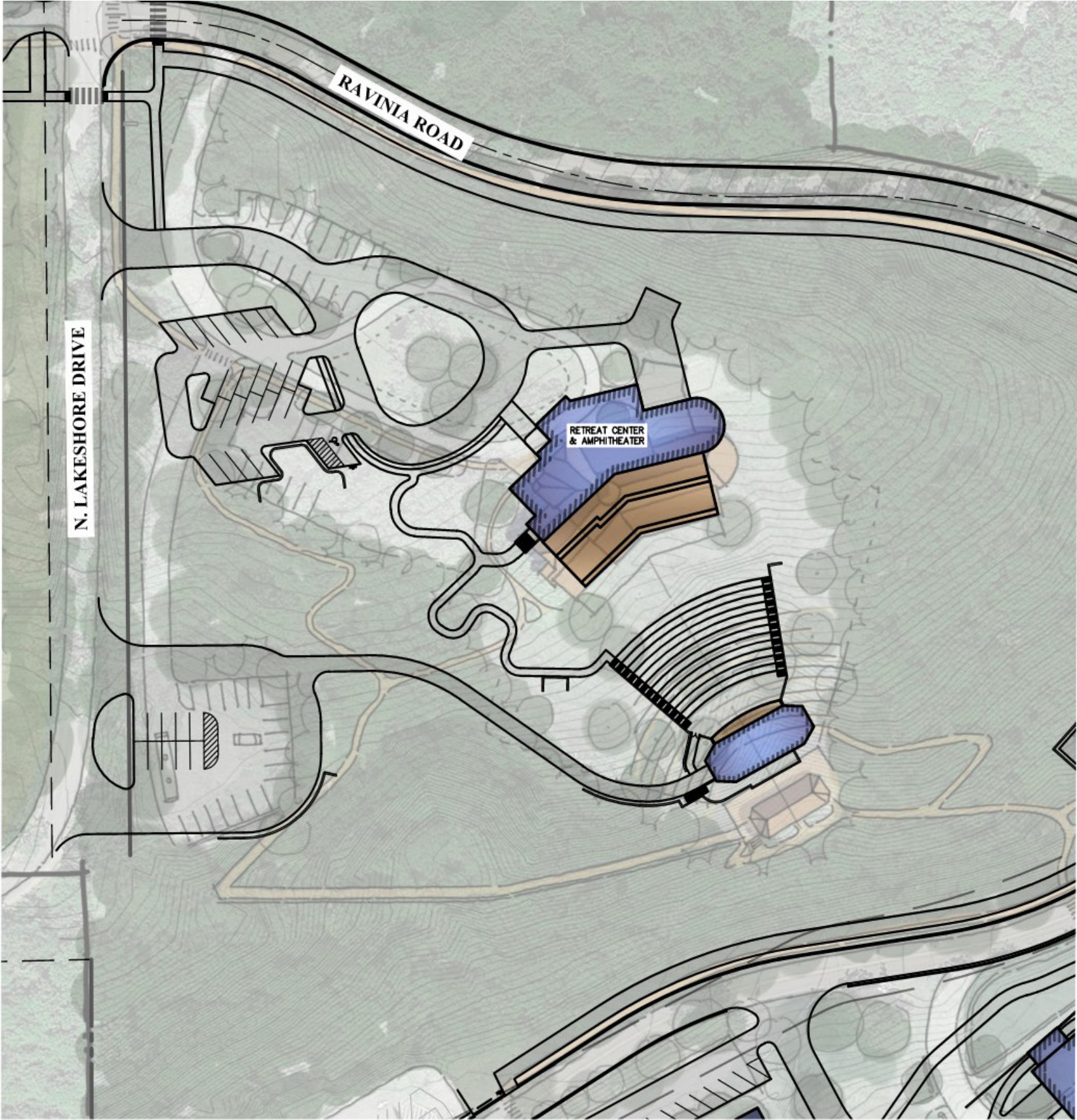


SPA - MAIN FLOOR - FDP

TOTAL SQ FT (FINISHED): 10,172 SF (+1,172 SF)
TOTAL SQ FT (GROSS): 12,077 SF (+1,367 SF)

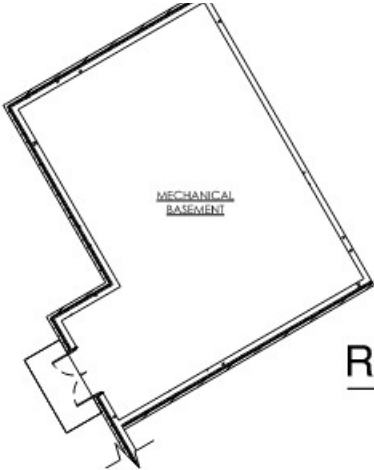
GDP VS FDP SPA COMPARISON



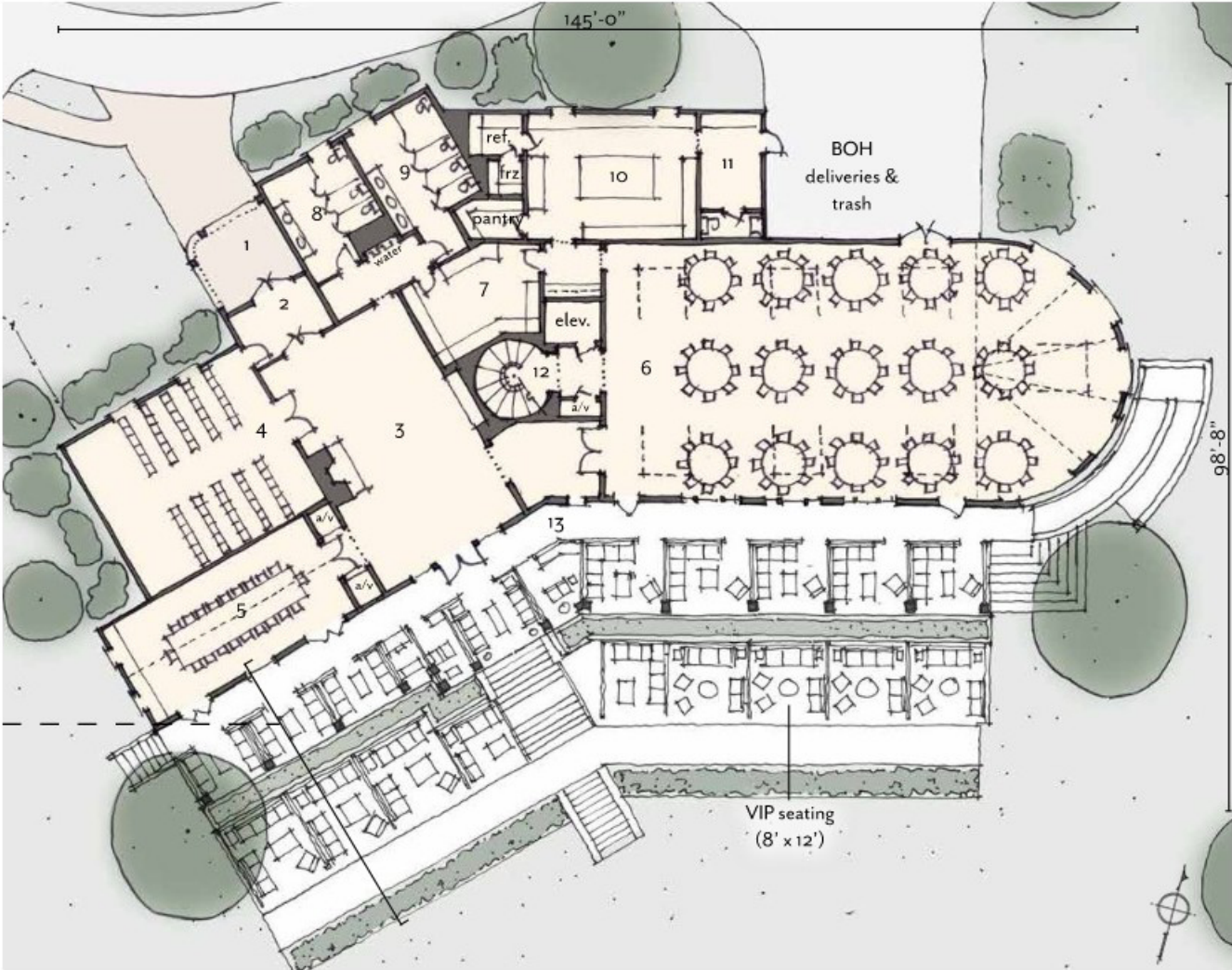


GDP - FDP OVERLAY - AMPITHEATER

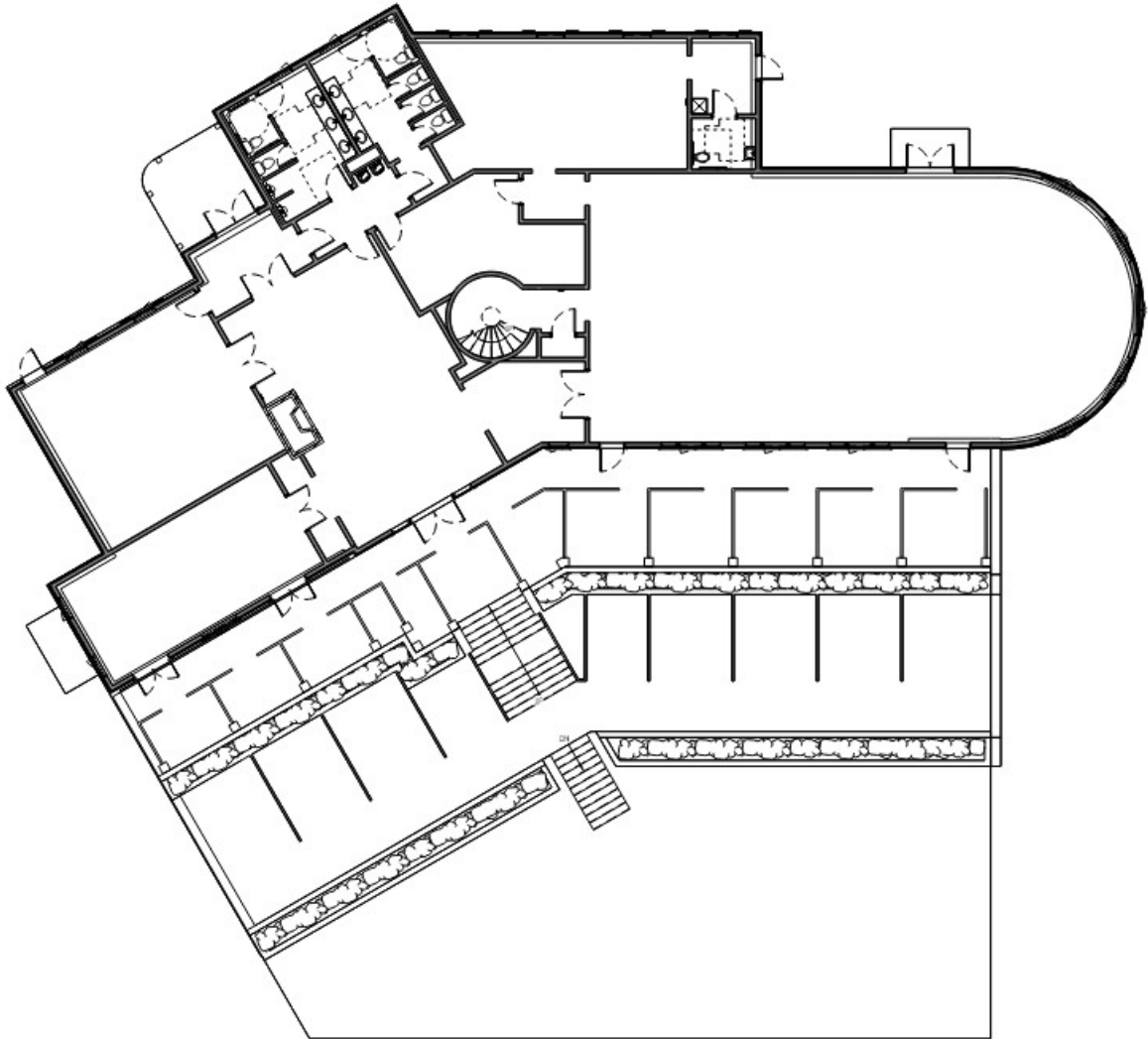




RETREAT CENTER - LOWER FLOOR - FDP
TOTAL SQ FT (GROSS): 1,239 SF (+1,239 SF)



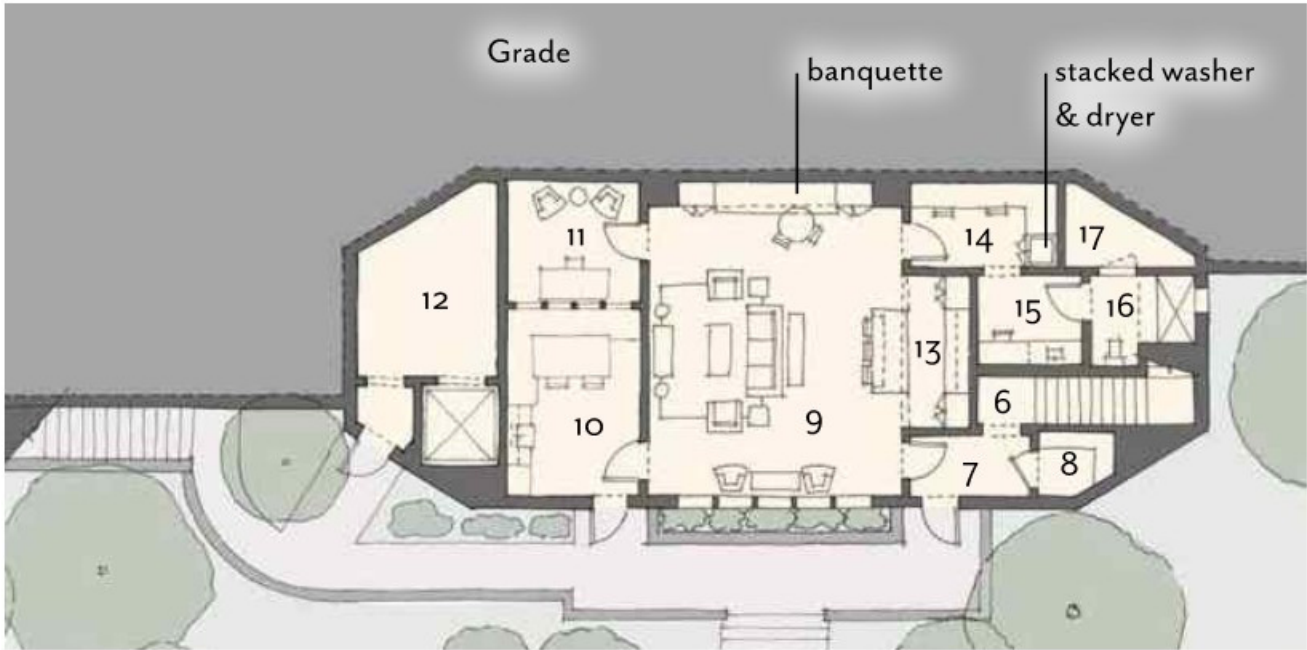
RETREAT CENTER - FIRST FLOOR - GDP
TOTAL SQ FT (FINISHED): 6,500 SF
TOTAL SQ FT (GROSS): 8,300 SF



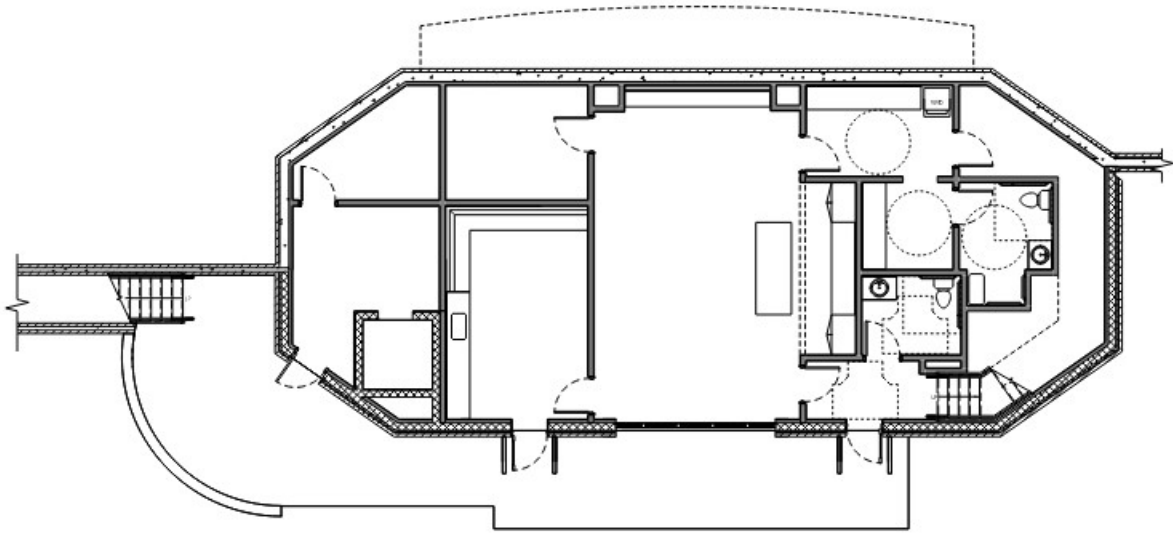
RETREAT CENTER - MAIN FLOOR - FDP
TOTAL SQ FT (FINISHED): 6,521 SF (+21 SF)
TOTAL SQ FT (GROSS): 8,384 SF (+84 SF)

GDP VS FDP RETREAT CENTER COMPARISON

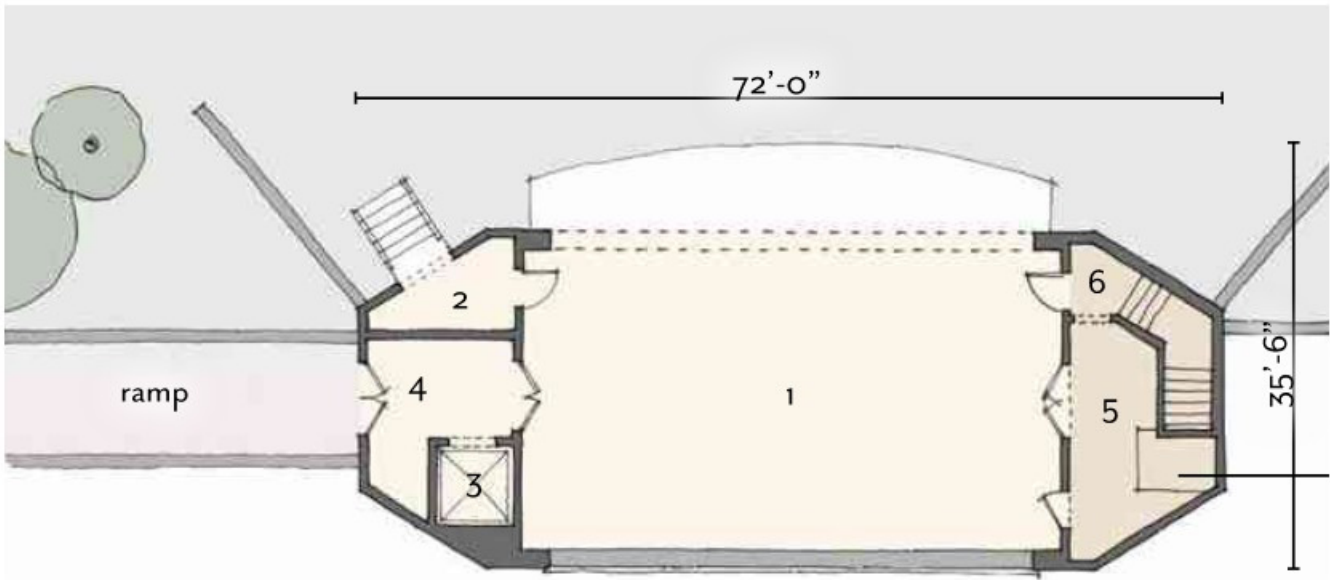




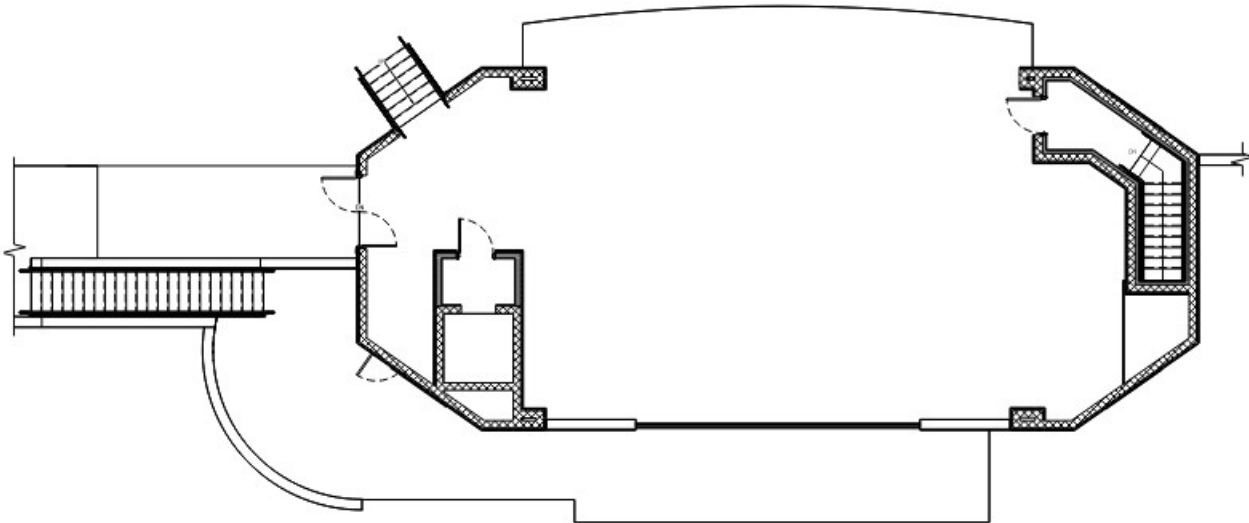
BANDSHELL - LOWER FLOOR - GDP
TOTAL SQ FT (FINISHED): **1,000 SF**
TOTAL SQ FT (GROSS): **1,860 SF**



BANDSHELL - LOWER FLOOR - FDP
TOTAL SQ FT (FINISHED): **1,667 SF (+667 SF)**
TOTAL SQ FT (GROSS): **2,183 SF (+323 SF)**



BANDSHELL - STAGE FLOOR - GDP



BANDSHELL - STAGE FLOOR - FDP

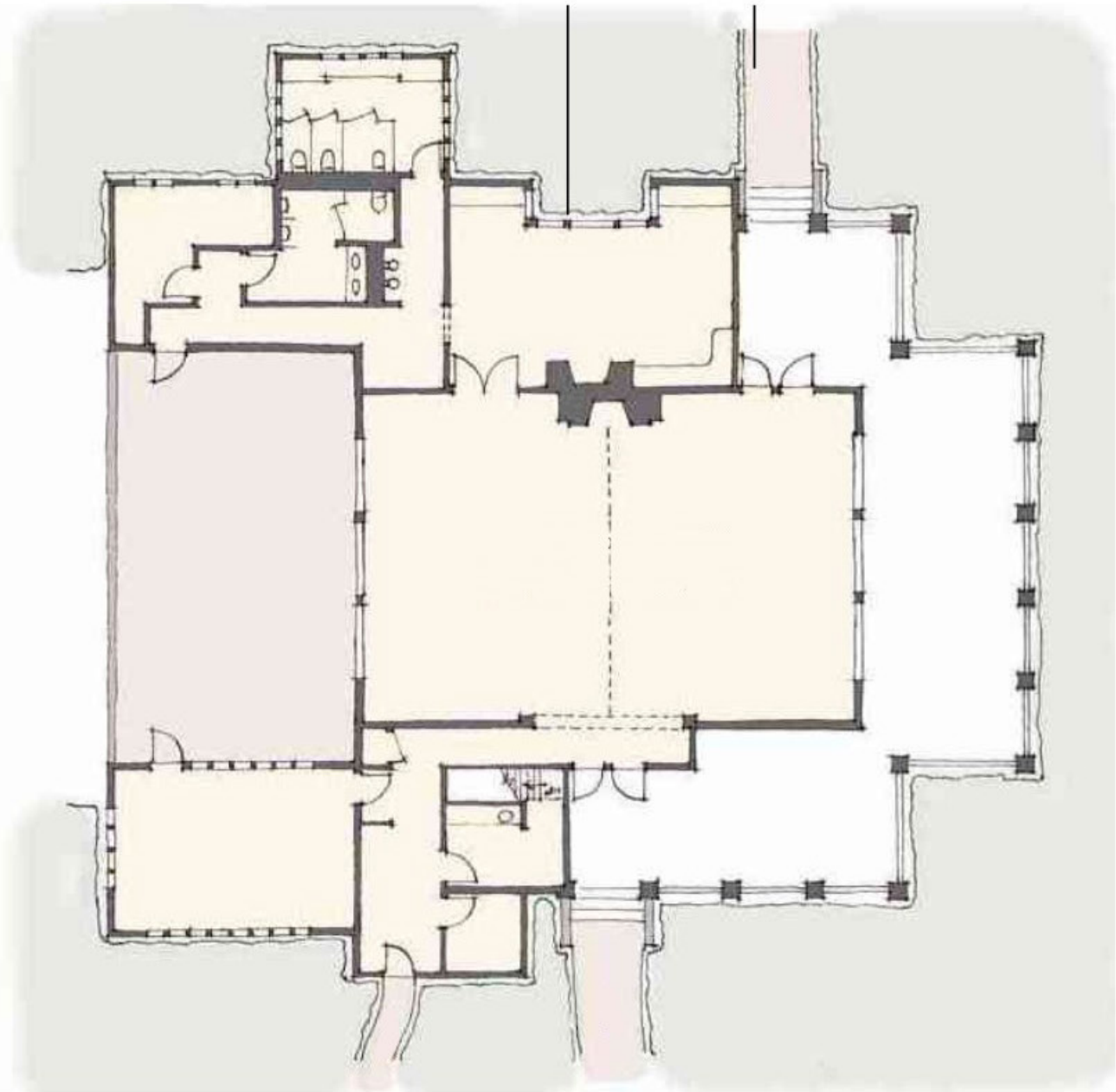
GDP VS FDP BANDSHELL COMPARISON



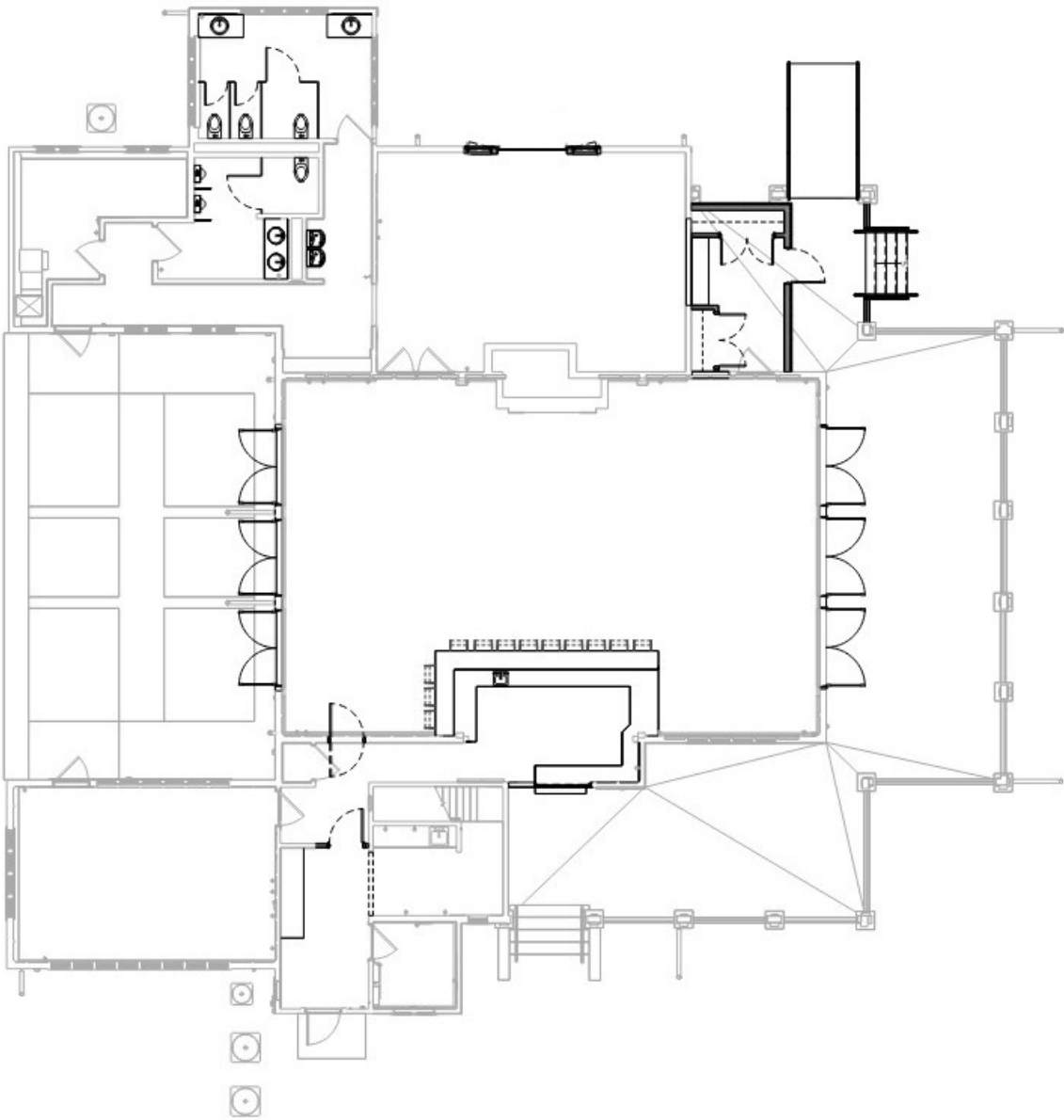


GDP - FDP OVERLAY - OVERVIEW 1





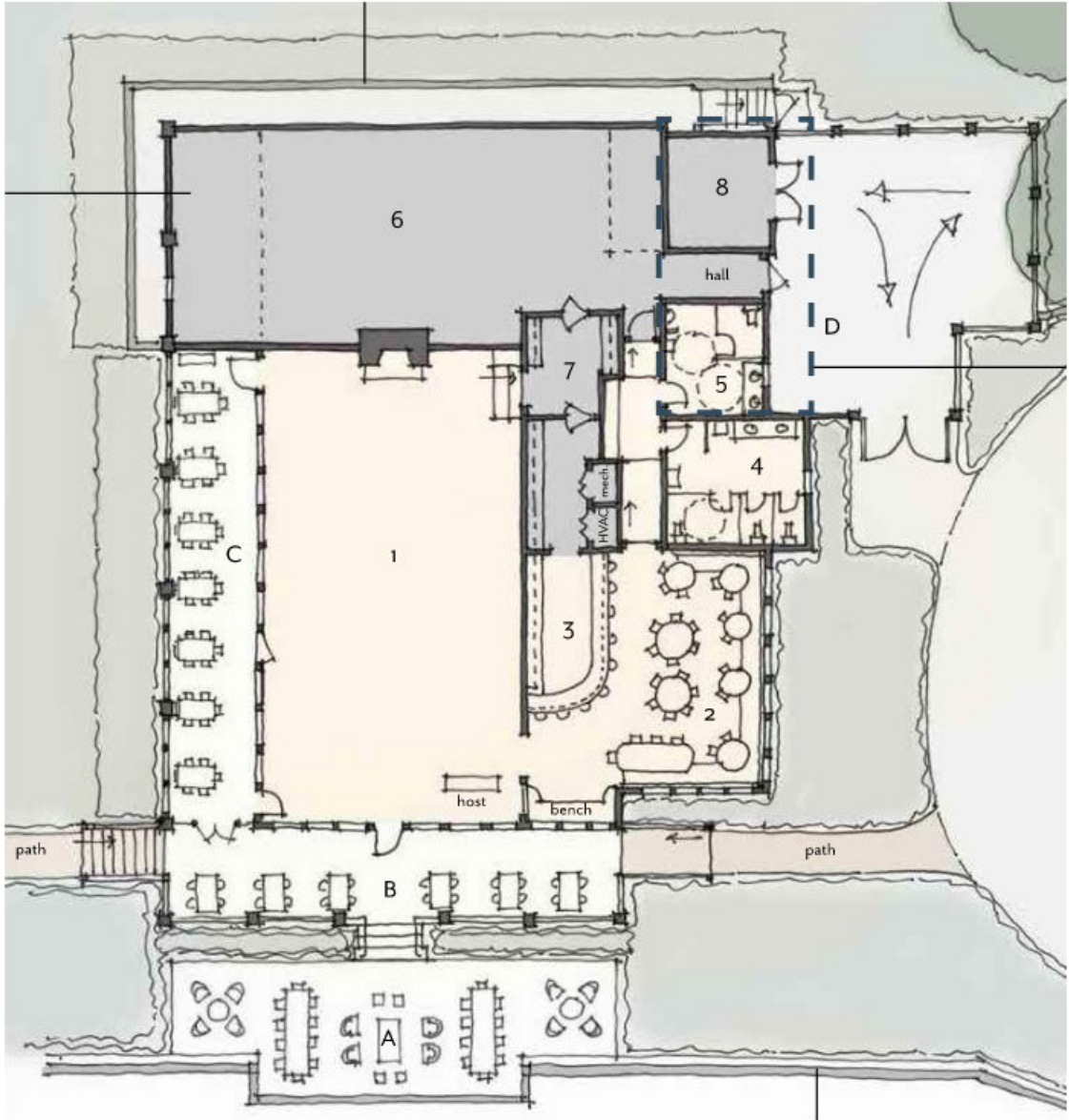
FIRST FLOOR - GDP
TOTAL SQ FT (FINISHED): **3,800 SF**
TOTAL SQ FT (GROSS): **4,970 SF**



FIRST FLOOR - MABEL CRATTY
TOTAL SQ FT (FINISHED): **3,458 SF (-342 SF)**
TOTAL SQ FT (GROSS): **5,016 SF (46 SF)**

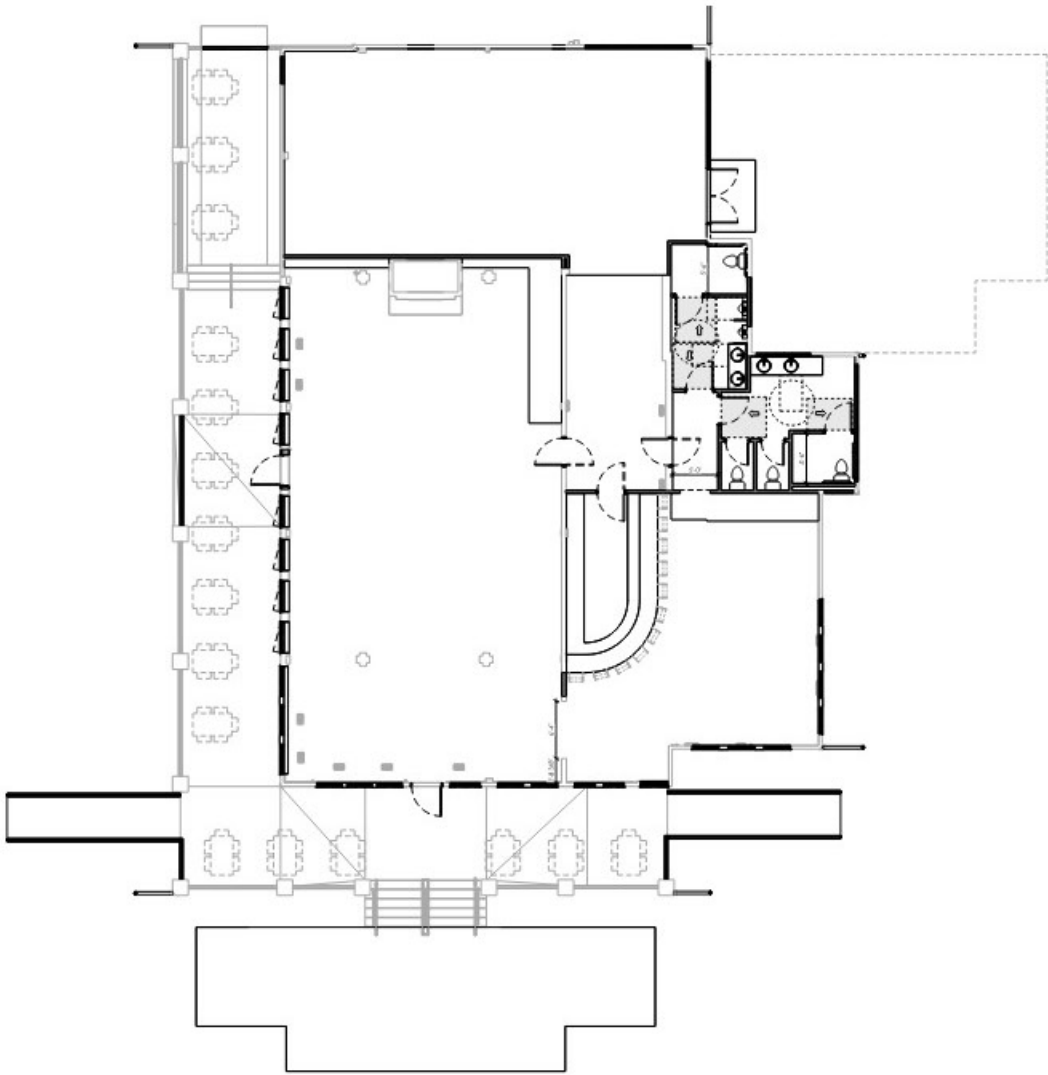
GDP VS FDP MABLE CRATTEY MEMBERS' CLUBHOUSE COMPARISON





WEIDENSALL - FIRST FLOOR - GDP

TOTAL SQ FT (FINISHED): **4,600 SF**
TOTAL SQ FT (GROSS): **6,136 SF**

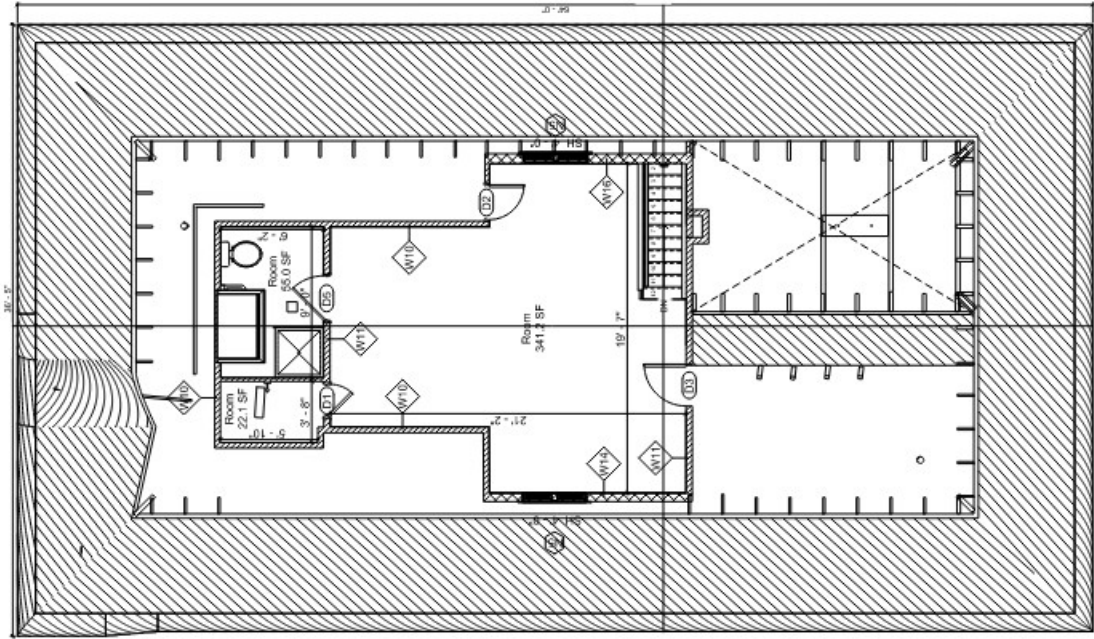


WEIDENSALL - FIRST FLOOR - FDP

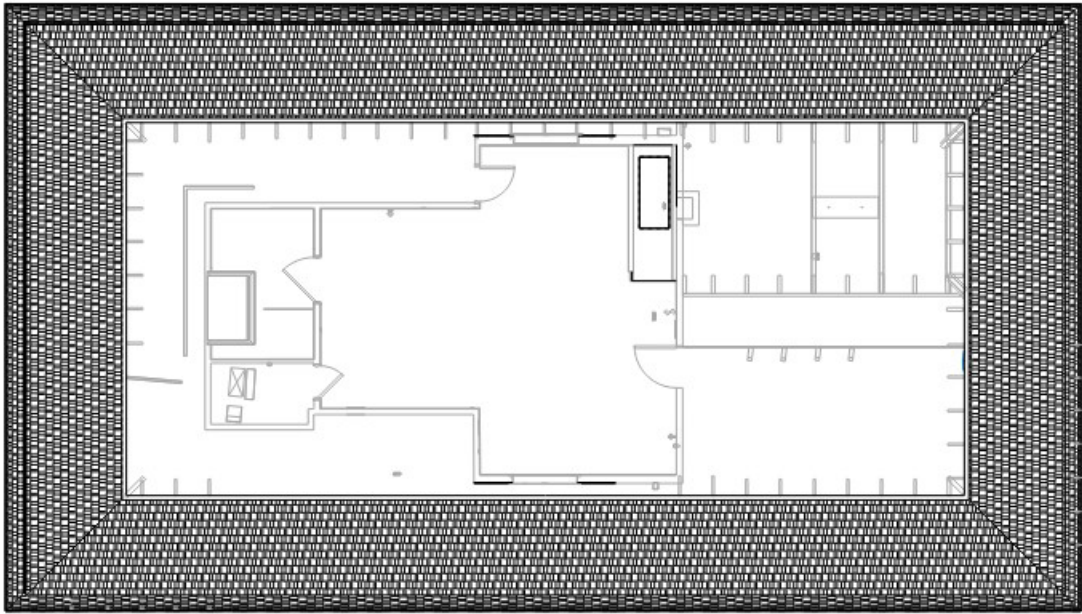
TOTAL SQ FT (FINISHED): **4,578 SF (-22 SF)**
TOTAL SQ FT (GROSS): **6,114 SF (-22 SF)**

GDP VS FDP WEIDENSALL COMPARISON

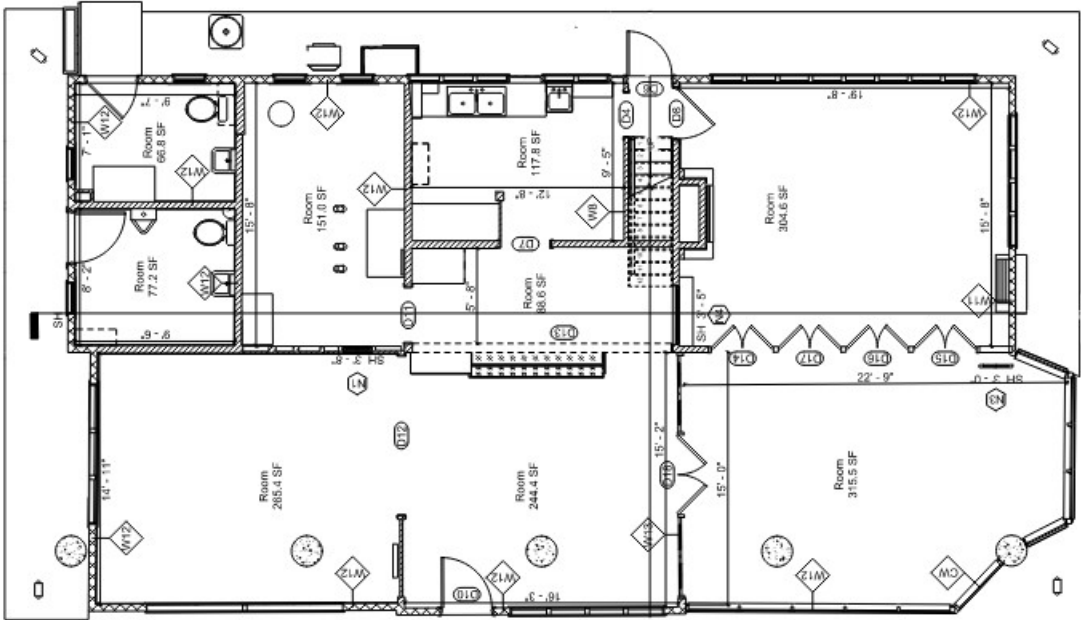




COMFORT STATION - UPPER FLOOR - GDP

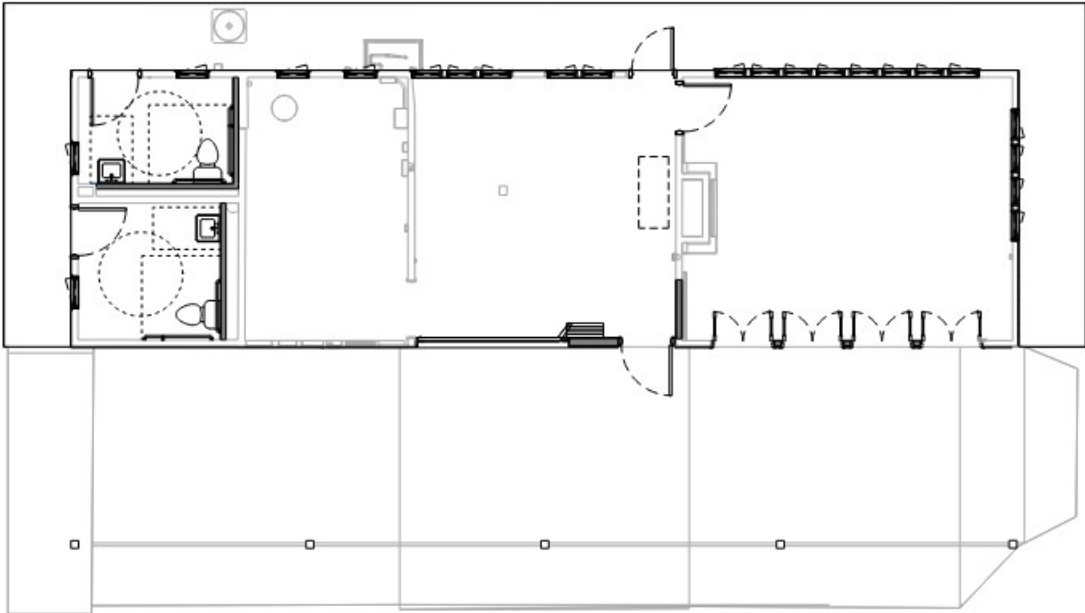


COMFORT STATION - UPPER FLOOR - FDP



COMFORT STATION - MAIN FLOOR - GDP

TOTAL SQ FT (CONDITIONED): 928 SF
TOTAL SQ FT (GROSS): 1,811 SF

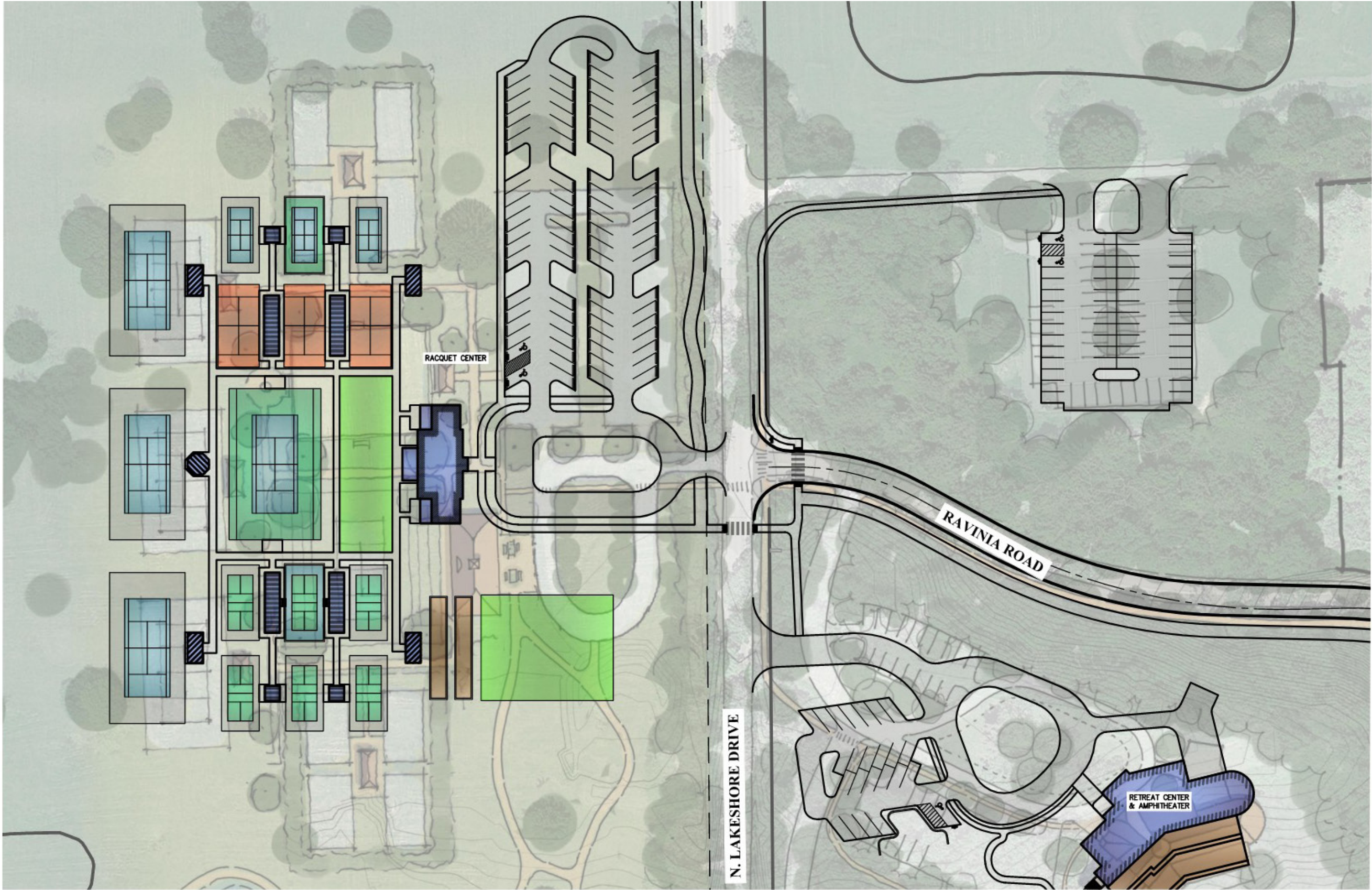


COMFORT STATION - MAIN FLOOR - FDP

TOTAL SQ FT (CONDITIONED): 928 SF (0 SF)
TOTAL SQ FT (GROSS): 1,811 SF (0 SF)

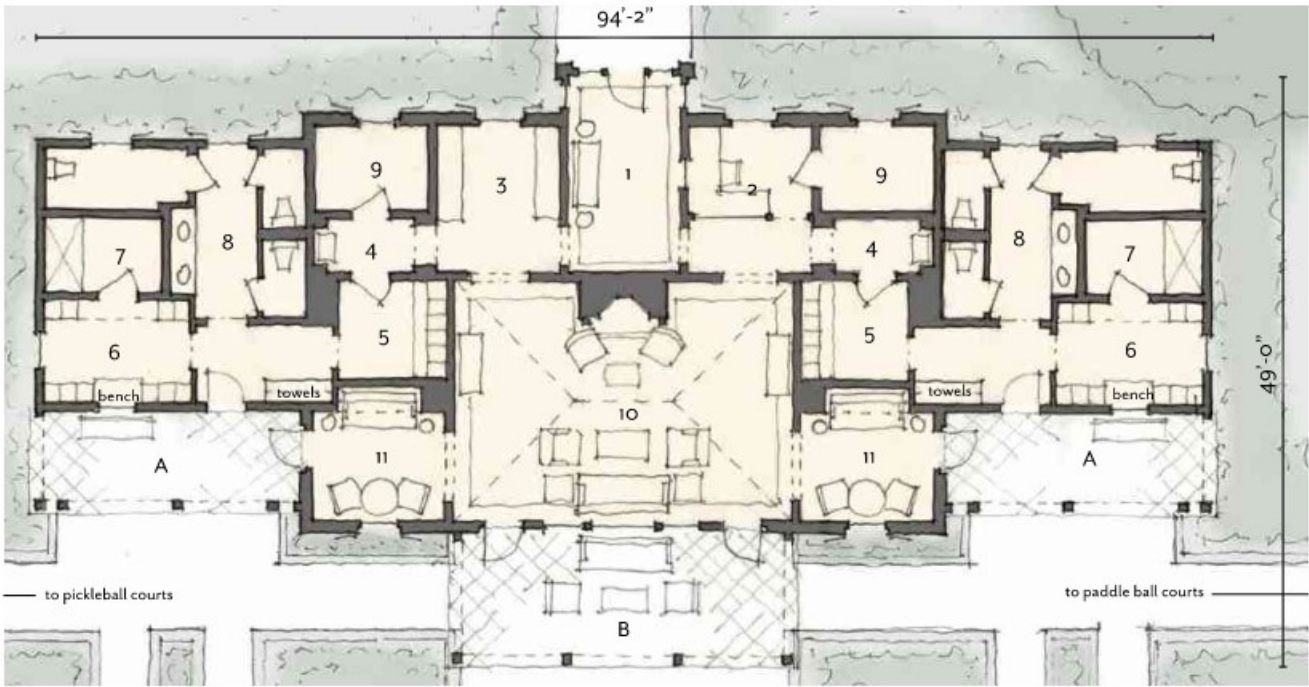
GDP VS FDP COMFORT STATION COMPARISON



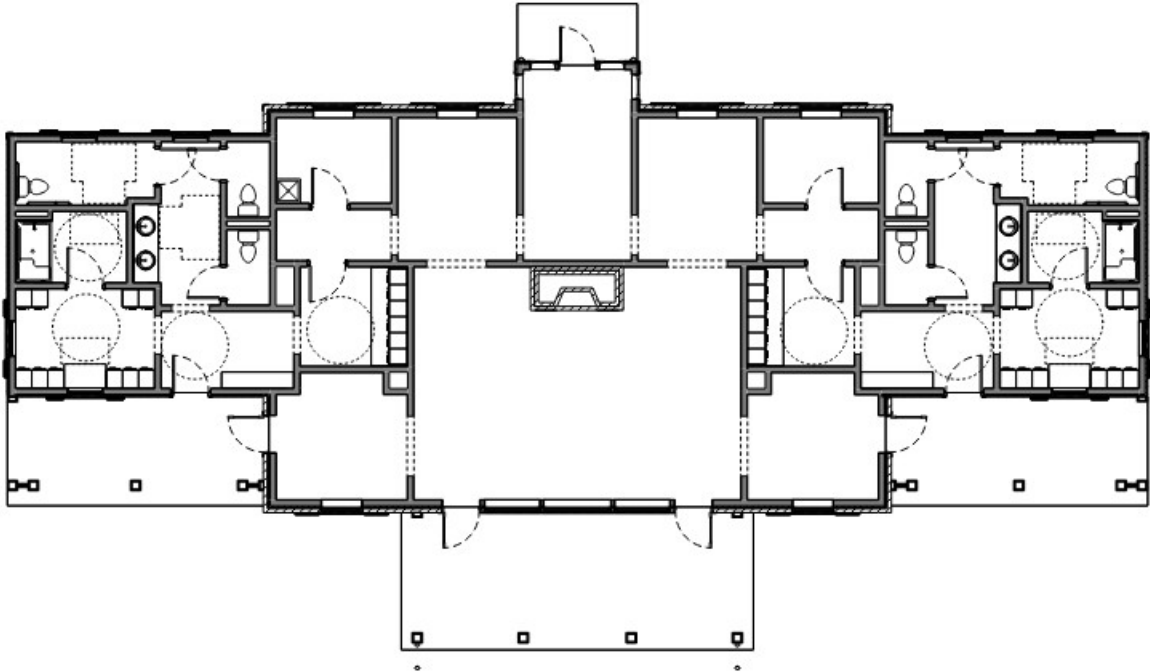


GDP - FDP OVERLAY - OVERVIEW 2





RACQUET HOUSE - FIRST FLOOR - GDP
TOTAL SQ FT (CONDITIONED): **2,650 SF**
TOTAL SQ FT (GROSS): **3,270 SF**



RACQUET HOUSE - FIRST FLOOR - FDP
TOTAL SQ FT (CONDITIONED): **2,743 SF (+93 SF)**
TOTAL SQ FT (GROSS): **3,441 SF (+171 SF)**

GDP VS FDP RACQUET HOUSE COMPARISON



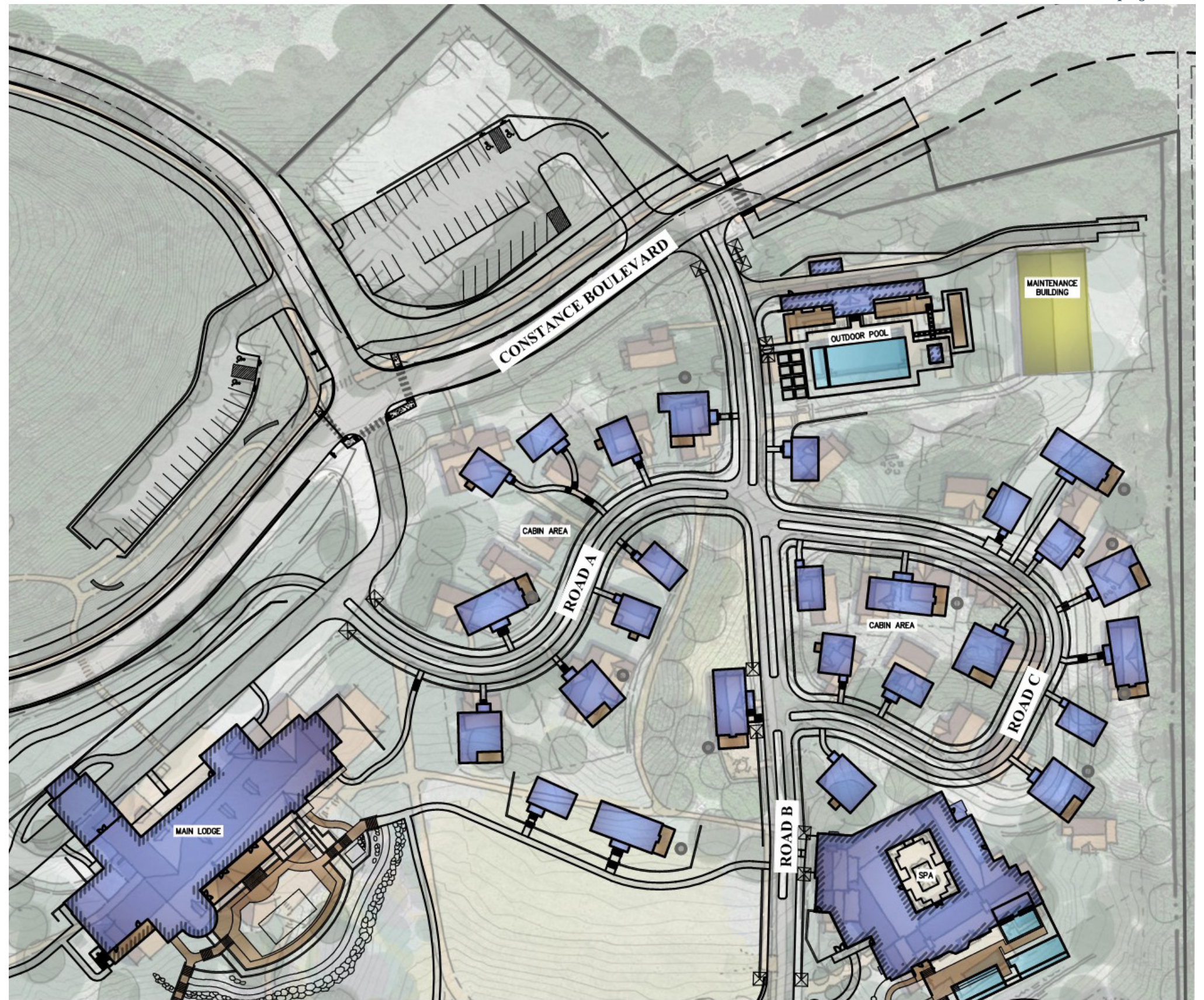


GDP - FDP OVERLAY - OVERVIEW 3



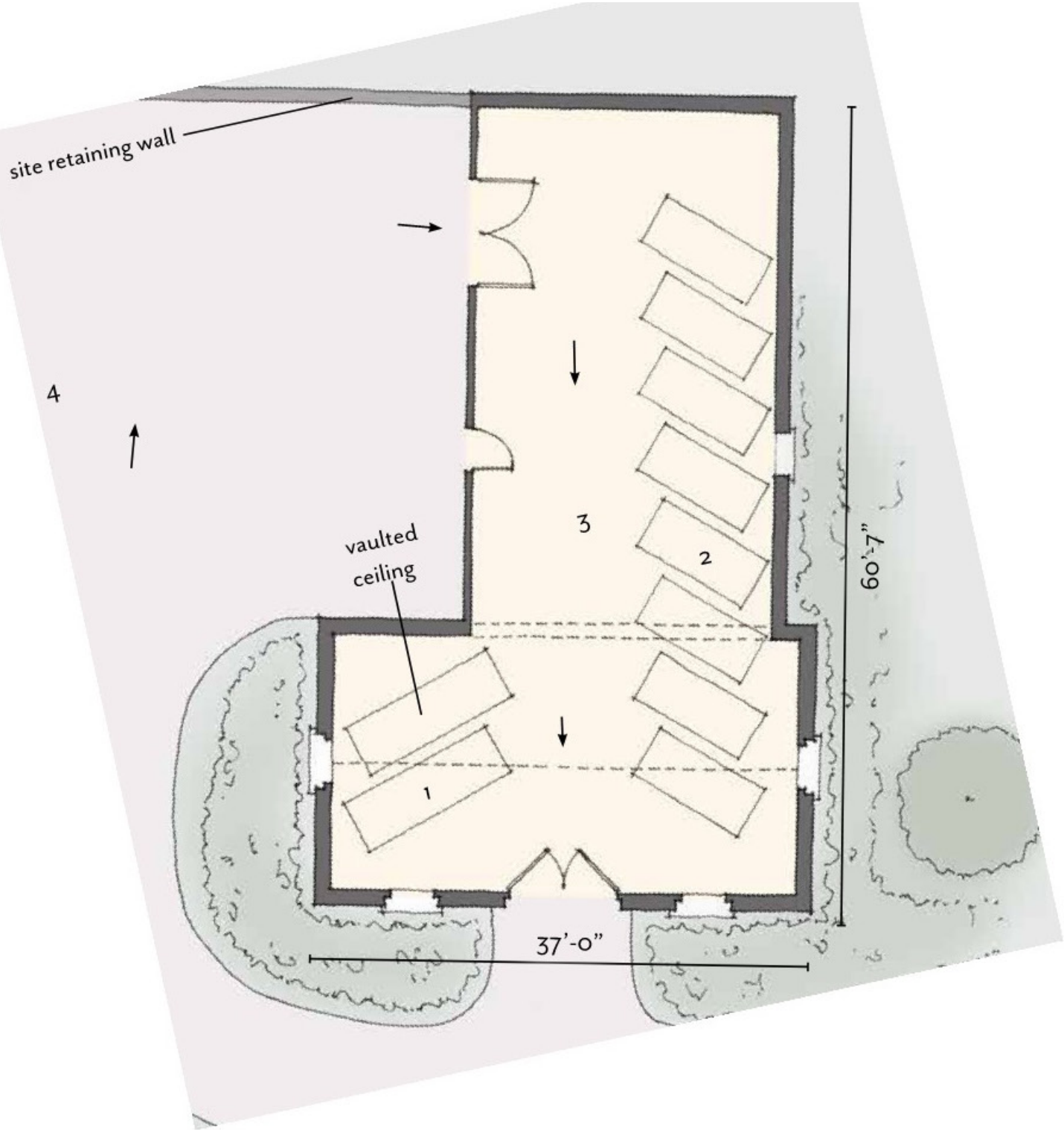
Description of Square Footage Change - Cottages

There have been program changes to the Cottages which have contributed to an increase in the overall square footage count, but it is important to note that the overall number of keys possible on the property has not changed. In the GDP, 25 one-bedroom Cottages were proposed with four one-bedroom cottages (not counting the Boathouse which has not changed). After additional marketing research, it was found that a change to the size of the cabins was needed. The FDP proposes 14 one-bedroom cottages, eight two-bedroom cottages (two of which will be lockouts) and six three-bedroom cottages. Adjusting the cabin types increased the square footage and bedroom counts, but the number of keys (units) that are available to guests/owners has not changed.



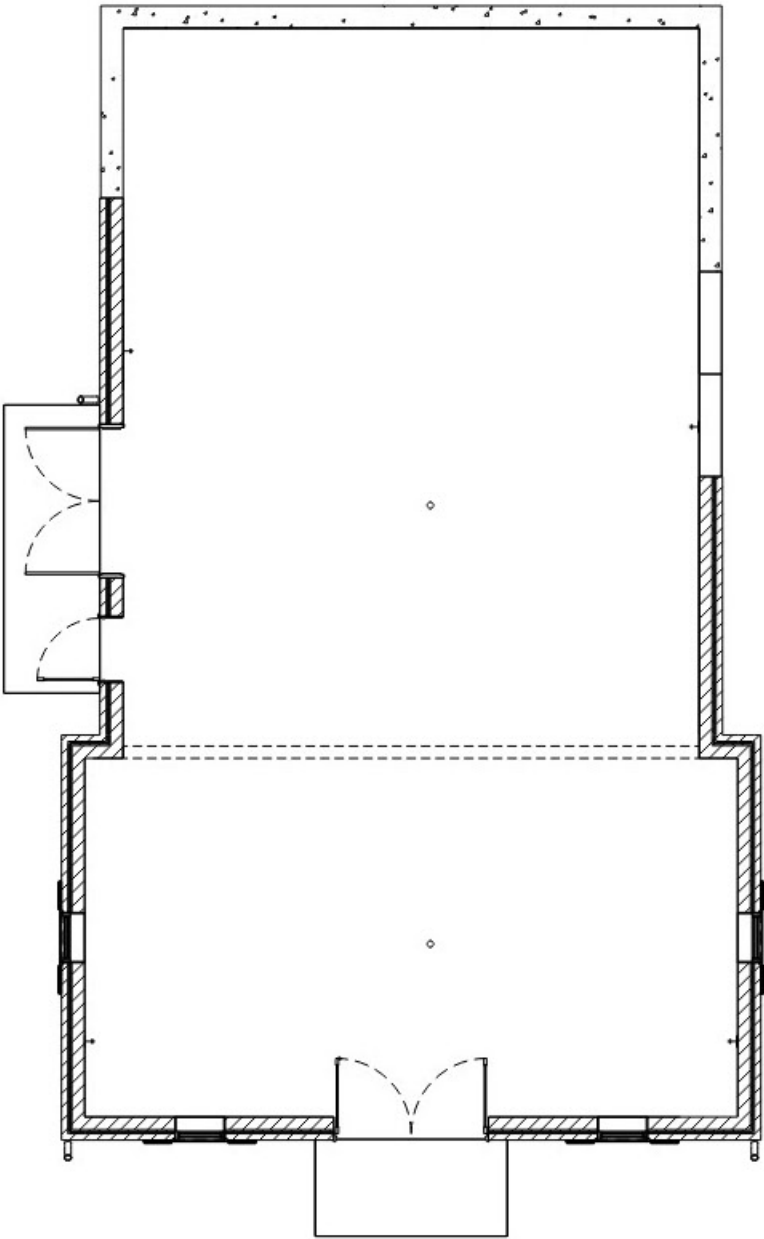
GDP VS FDP OVERLAY - OVERVIEW 4





CART BARN - FIRST FLOOR - GDP

TOTAL SQ FT (CONDITIONED):	0 SF
TOTAL SQ FT (GROSS):	1,675 SF

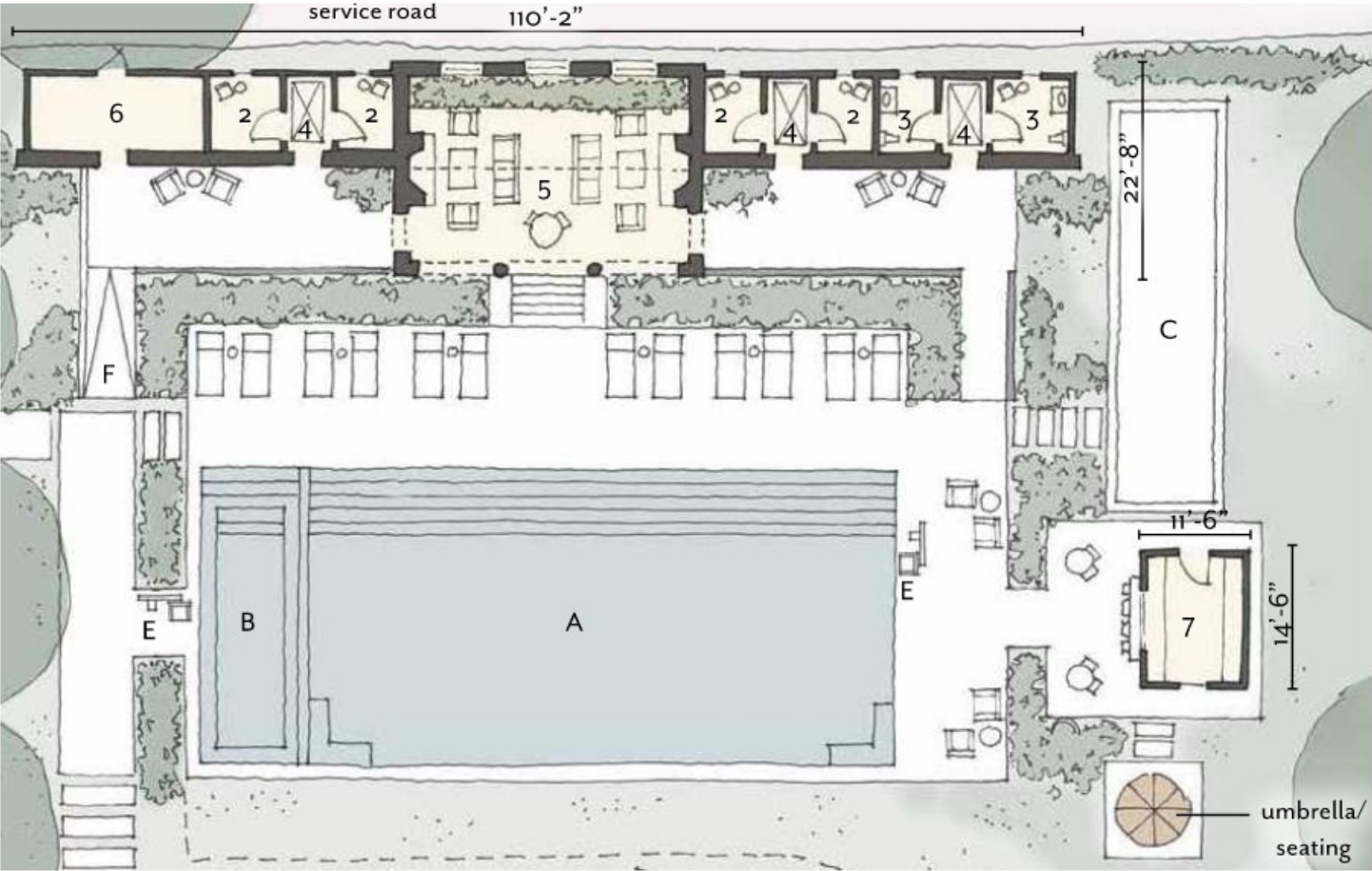


CART BARN - FIRST FLOOR - FDP

TOTAL SQ FT (CONDITIONED):	0 SF	(0 SF)
TOTAL SQ FT (GROSS):	2,000 SF	(+325 SF)

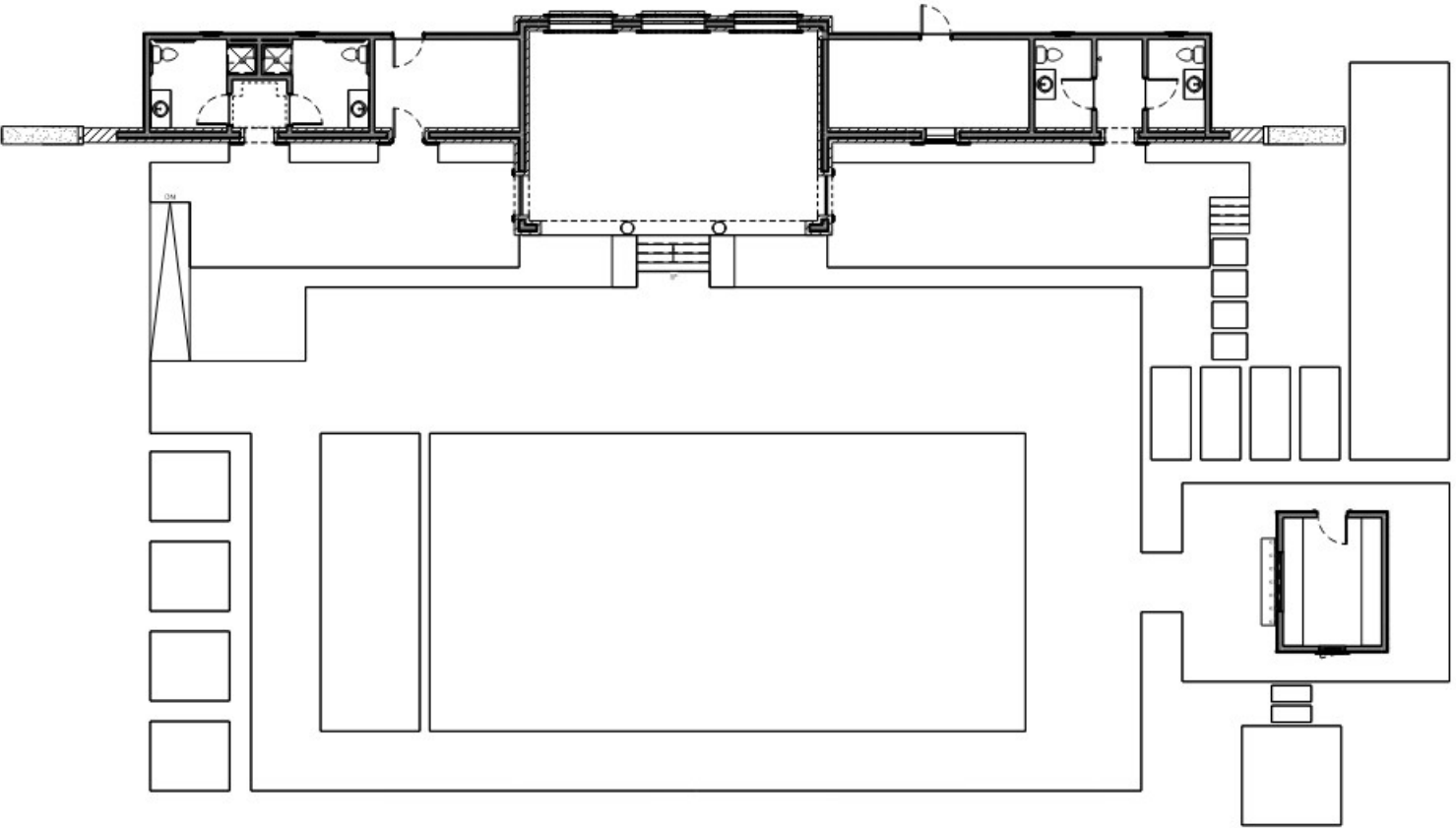
GDP VS FDP CART BARN COMPARISON





POOL PAVILION - FIRST FLOOR - GDP

TOTAL SQ FT (CONDITIONED): 0 SF
TOTAL SQ FT (GROSS): 1,450 SF



POOL PAVILION - FIRST FLOOR - FDP

TOTAL SQ FT (CONDITIONED): 0 SF (0 SF)
TOTAL SQ FT (GROSS): 1,542 SF (+92 SF)

GDP VS FDP POOL PAVILION COMPARISON



THANK YOU

Drawings contained herein
are conceptual in nature
and are not released for
construction.

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678.325.6665
HISTORICALCONCEPTS.COM
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From: David Lothspeich <admin@vi.williamsbay.wi.gov>
Date: Friday, February 13, 2026 at 4:40 PM
To: Susan Franzen <sfranzen@vi.williamsbay.wi.gov>
Cc: Allison Schwark <zoning@vi.williamsbay.wi.gov>, Mark Schroeder <mschroeder@janesvillelaw.com>, Sonja Kruesel <skruesel@vandewalle.com>, Tina Kolls <clerk@vi.williamsbay.wi.gov>
Subject: RE: Questions regarding resort FDP changes - Review Requested

Susan,

Good afternoon and thank you for your questions in advance of the Board Meeting. The Village Board is blind copied for their information.

Village Attorney Schroeder, Planner Kruesel and I had the opportunity to review together and offer the following responses.

Please let me know if you have any further questions.

Best regards,

Dave

David Lothspeich
Village Administrator
Village of Williams Bay | 250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | US
Office: 262-245-2700
Cell: 847-421-7715



<https://www.williamsbay.org/>

From: Susan Franzen <sfranzen@vi.williamsbay.wi.gov>
Sent: Thursday, February 12, 2026 2:15:43 PM
To: David Lothspeich <admin@vi.williamsbay.wi.gov>
Subject: Questions regarding resort FDP changes

Good afternoon, Dave.

Overall, I did not see significant changes to Topography's FDP that would cause concern. However, the introduction of selling off condo units is being perceived by many in the community as a substantial change from the GDP. While it may be common in full-scale resorts, the Village chose to make this "limited resort" zoning so residents, including

myself, have a lot of questions about how this is not being viewed as a substantial change by staff, the Village attorney, and the Plan Commission.

I was hoping that at last night's PC meeting there would be more questions and in-depth discussion regarding future risks to the Village of the multi-owner property interests within the resort. Staff and legal opinions focused on structural requirements, but I did not hear much on strategic issues or risk mitigation. I continue to receive similar concerns from residents.

The Village is not protected when private documents can be modified. Mark referenced the Institutional Campus and Limited Resort (PDO) providing protections to the Village, but while the PDO clearly authorizes "**visitor accommodations** such as hotels, motels, cottages, cabins, and similar uses made available for **short-term commercial indoor lodging**," there is no reference in the PDO to condo ownership, timeshare structures, multiple fee-simple ownership interests, or residential property interests embedded in a resort structure. It was my understanding when the PDO was approved last year that it was for "limited" resort use and would not allow full resort-type amenities including what is being proposed. I also understand that State statute allows the developer to convert to condos, but I think it sets a bad precedent for the Village to approve a substantial change in land use this late in the game. This project continues to expand in scope with each presentation, eroding public trust that the total number of condos will remain at 10.

The issue before the Board, as recommended by the Plan Commission, is whether the FDP is consistent with the GDP. Staff, Village Attorney and Plan Commission have concluded that the FDP is consistent with the GDP and not a substantial change. While it is a detail that was unknown at the time of GDP approval, it is a detail that would not typically be known at the time of GDP approval as this approval is "General". While the GDP for The Preserve was very detailed for that level of consideration, it was more detailed than what typically would be required due to the nature of the application and concerns to protect the Village.

There were some changes requested by staff and included in the materials that were presented to the Plan Commission and that were part of their recommended approval:

- The Declarations were modified to include additional language clarifying Village Board approval of all amendments to the Declarations (see 16.3 below)*

Section 16.3 Approval by Village. Notwithstanding any other provisions of this Declaration, the Declaration cannot be amended, except as provided in section 16.1 (b) (i), without prior written approval of the Village Board of the Village of Williams Bay if the amendment shall cause the Covered Property to violate any lawful requirements of the Village then applicable to the Covered Property. Proposed amendments shall be filed with the Village Clerk for a determination by the Village Board regarding whether its written approval is required. No later than 30 days from the date of filing of the proposed amendments, the Village Board shall provide the Association with its determination. Failure of the Village Board to act within 30 days shall be interpreted as a determination that Village Board written approval is not required. A lawful requirement of the Village includes, but is not limited to, a proposed amendment to the Declaration which would increase the number of Cottage Units. Such proposed amendment would require written approval of the Village Board after applying the procedure for review set forth in §390-0709H.

- *The Plan Commission Resolution Recommending approval of the FDP included language referring to and confirming that the recommendation included all supporting documents that were submitted, including all staff reviews, are considered the FDP application. Exhibit B lists all the documents.*

In general, the private documents (declarations) cannot be modified without Village Board approval. The Condominium Declaration is incorporated in the FDP, any requests to amend the condo declaration includes the following two-step process:

- (1) Village Board evaluates and decides whether the proposed amendment to the declaration requires written board approval; and, if so*
- (2) Village Board determination whether to approve proposed amendment. The village cannot enforce unlawful measures and the basis for its decision must have some rational relationship to the regulation of the existing use. All future requested amendment(s) would need to be in compliance with the FDP, GDP, development agreement, village code, state and federal laws and any restrictions that are imposed by the village and are consistent with the comprehensive plan.*

Specific to the concern of changing the number of condos from ten, the change in number of condos would require Village Board approval. The procedures outlined above would be followed with Village Board ultimately considering the request. At a minimum approval would require amending the FDP and if the Village Board determined that the request was inconsistent with the FDP that would trigger having to go back to the PC and if inconsistent with the Comprehensive Plan it would trigger requiring amendment(s) to the Comprehensive Plan and going back through the process that was necessary for the current approvals. Because the condominium declaration is incorporated into the FDP, it would need to go through the process to amend the FDP before the plan commission and village board. An increase in the number of condo units allowed in the declaration would require an amendment to the condominium plat which would also require plan commission and village board review and approval.

Note that the Comprehensive Plan (purposely) requires a minimum 50-acres under Common Ownership and Village ordinances mandate that the proposed amendment be consistent with the Comprehensive Plan. Any requested change not in compliance with this standard would require first amending the Comprehensive Plan and then amending the GDP and FDP.

I want to be sure the Village is staying steps ahead of the developer and strategically determining in advance what the Village will and will not consider under the PDO. For example, several residents are concerned that a future request will be for a helipad as is common at elite full-scale resorts. Note that they had a similar concern about condos / unit sales last year that was dismissed at the time. *A helipad is not included in the FDP and an amendment to the FDP would be required.*

I am trying to understand the limits of the Village's authority, gain clarity on how protections are enforced long-term, and ensure the Village retains meaningful oversight. Being proactive allows the Village to determine what is in its best interests so as not to be reactive to current or future developer's ideas.

Below are my list of initial questions that I've developed over the past few weeks. I did not submit them beforehand because as I mentioned, I had hoped the PC meeting would address them.

For Mark: (Village Attorney Mark Schroeder)

1. If the Village is only notified of amendments to the condo declaration, what legal authority does the Village have to prevent undesired amendments from taking effect? *All requested amendments require approval by the village board as required in the condo amendments that were included in the Plan Commission recommendation, within the narrow limits to authority of the village board addressed above.*
2. Is notification alone enforceable, or does the Village retain approval authority over amendments affecting operational control? *The Declarations require notification and approval by the Village Board. The Village does retain approval authority over amendments affecting operational control.*
3. If the declaration were amended in a way that diluted unified control, would that automatically trigger review under the PDO or would the Village need to initiate enforcement action? *All amendments require Village Board approval. Failure to notify the Village Board would be a violation of the declaration and ordinance as reflected in the FDP*

4. Is violation of a zoning condition that is expressly incorporated in approval of the development the only way the Village might void a private covenant amendment? *No*
5. Your legal opinion concluded that the condo structure was consistent because operational control remains unified. If that control changes in the future, does your legal opinion also conclude that the use would then be inconsistent? *Yes*
6. Is the Village legal relying on the current governance structure as a condition of approval? *Yes*
7. If the resort property were sold, foreclosed upon, or placed into receivership, what mechanism protects the Village from fragmentation of control? *Current and future owners are bound by all the Village approvals of the condominium declaration as incorporated into the FDP.*
8. Where in the PDO does it contemplate multiple ownership interests within a resort structure? *The PDO is made up of the GDP and FPD. The applicant is proposing multiple ownership in their FDP application.*
9. Do “visitor accommodations” in the Comprehensive plan include individually owned units? *The Comprehensive Plan sets the general parameters and does not reference ownership. The question arises as part of the FDP application and whether the FDP is consistent with the Comprehensive Plan is the decision for the Plan Commission and Village Board.*
10. Does commercial indoor lodging assume a business relationship between operator and guest, and does condominium ownership change that dynamic?” *Commercial indoor lodging is in reference to the land use and renter or owner does not affect the use. The use remains the same independent of the ownership. The Declarations requires approval by the hotel entity and encourage rentals through the hotel entity rather than a third party.*
11. Would you agree that the language references visitor accommodations, not residential property interests? *As the owner’s use of their cottage unit is limited to a maximum of 90 days annually and a maximum rental of 28 consecutive days, the owners are occupying the property as accommodations and not as residents.*
12. What protections does the Village have that the use will not evolve into a quasi-residential pattern? For example, if governance shifts in the years to come, does the Village have the authority to intervene or is notification the only option? *Yes, as previously noted, the Village Board has the authority to determine whether requested changes are approved.*

13. Does each condo unit offered for rent outside the resort's program have to register with the State and Village as a short-term rental? What burden does that place on the Village for enforcing the short-term rental ordinance in a private enclave? *Yes, they would be required to register any outside platforms. This is the same burden as any other short-term rental however the burden would likely be less simply due to the business model and expectations of owners and guests.* If owners rent for fewer than seven nights outside the resort's program, they would be illegally operating as tourist rooming houses, correct? *Yes, and in violation of Village Ordinance*
14. A resident remarked last night that it is conceivable that four individuals could purchase one unit. Each individual could stay their 90 days and invite the other three as "guests" during their 90 days, in essence setting up permanent residence in the condo unit. How will that type of situation be addressed and resolved? *In this scenario, the owner is comprised of four people and remains legally a single owner. As a group they would continue to be limited to the maximum 90-day period for every year.*
15. If an owner's extended family rotates through a unit during the owner's annual allotment, how is that counted? *Use of the Owner with maximum 90 days per year.*
16. Could an individual owner set up summer residence by staying for 28 days, spending a night in the hotel, staying another 28 days, spending a night in the hotel, and staying another 28 days? *Yes and would be limited to a maximum of 90 days per year.*
17. If unified control is the legal linchpin, why is notification the only safeguard rather than approval authority? *Notification is not the only linchpin. The documents included in the public PC packet did not include approval by the Village Board. As noted previously, the Declaration presented to the PC included the attached modified language that requires approval by the Village Board.*
18. What is the purpose of separating the one lot from the four lots and what protections are in place that neither could be sold independently? *CSM vs Plat. As CSM Lot 1 has never been platted and could not combine without doing a preliminary plat. See Tim Lynch explanation below:*

From: Tim Lynch <TLynch@lynch-engineering.com>
Sent: Monday, February 9, 2026 10:31 AM
To: Nicholas Egert <nick@egertlawfirm.com>
Subject: RE: The Preserve/Williams Bay

Nick,

There are a few reasons we have the 2 CSM's for approval. See below:

1 Lot CSM at Racquet Center (Parcel WWUP 00220)

Parcel WWUP 00220 (North and West of Lakeshore) has never been platted in conjunction with any lands East of Lakeshore Drive. The purpose of the 1 lot CSM is to dedicate right-of-way to widen N. Lakeshore Drive and create the utility easement for sewer and water extensions to the west of this development.

4 Lot CSM east of N. Lakeshore Drive (Parcel 00011)

Parcel WWUP 00011 is unique in that several public right-of-ways bisects the parcel, but it is still one tract of land. The intention of the 4 lot CSM is to correct this so that no single parcel crosses any right-of-way, clean up the title work, dedicate right-of-way, and create easements for access and utilities.

See above,

Lot 1 is not being separated because it is already a parcel. The CSM is to provide dedicated ROW for widening of N. Lakeshore Drive and utility easements to the west of N. Lakeshore Drive.

Although the CSM Lot 1 is separate from the other CSM Lots 4, the application and approval bound by the FDP boundary as one unified entity. The Comp Plan calls for minimum 50 acres and none of these CSM's are 50 acres or larger. None of the lots could be split off individually without amending the Comprehensive Plan and FDP, which includes the Declarations.

For you: (Village Administrator Lothspeich)

1. If this proposal had originally been presented with the condo concept, would the Village have evaluated it differently? *No it would have followed the same process. As Attorney Schroeder has advised, the Village cannot discriminate against the condo form of ownership. If this was originally presented as part of the GDP the Village would have approached this the same and recommended the protections for the Village as being proposed with the FDP. The GDP by its nature is General and not detailed so not providing that level of detail at that time would have been unusual.*
2. If a future Board receives notice of an amendment to the declaration that weakens centralized control, what administrative process would follow? *The notice would be to the Village Board and the Village Board would make this decision at its sole discretion subject to the restrictions imposed by the Village Comp Plan, zoning ordinances, GDP, FDP, Development Agreement.*

3. Does the Village currently have staff capacity to monitor compliance with annual occupancy limits? *Your following suggestion is a good one and would place the onus on the owner to certify compliance annually. This suggested change was made of the Preserve and they agreed and revised as shown below in Section 3.1. Otherwise, this would be monitored by staff just as other village regulations. We are all at or above capacity but prioritize and triage as necessary and this would be a priority.*
4. How will the Village track that the 90-day annual limit per cottage unit is not exceeded? If relying on the resort to do so, there should be an annual certification by them. *Very good suggestion and Preserve agreed to the proposed modification to the Declaration.*

Article 3

COTTAGE UNIT USE PLAN; SHARED AREAS

Section 3.1 Cottage Unit Use Plan. Cottage Units are zoned for limited resort use. Each Owner of a Cottage Unit may occupy its Cottage Unit for up to ninety (90) days each Use Year; however it may not occupy its Cottage Unit for more than twenty-eight (28) consecutive days. Each Cottage Unit Owner shall reserve his or her Use Periods in accordance with the Reservation Policies and Procedures. Declarant shall provide the Clerk of the Village of Williams Bay with an annual written certification as to each Cottage Unit Owner's compliance with the use restrictions of this section.

5. Is there an enforcement protocol if a unit begins functioning more like a seasonal residence than transient lodging? *Yes*
6. Does this open the door for other P&I properties to pursue condominium-based resort structures? *Institutional Campus and Limited Resort under the Comprehensive Plan Future Land Use Map is limited to the Preserve property is limited to The Preserve property for this use with a minimum of 50 acres. There are no other properties that meet this minimum standard so either the Comp Plan would need to be amended and/or other Village approvals would be necessary (CSM, rezoning, etc) in order for a property to meet the minimums to submit an application. The "Preserve Development is intended to be a strong model to follow procedurally and establish as a very high benchmark for and set the standards for potential future developments.*
7. If another institutional campus sought a similar ownership model, would staff treat this approval as a precedent (per Commissioner Robbins' comment last night about this being the standard for future P&I conversions). *Legally, the Village has no legal obligation to accommodate another property owner's request. While there is also perceived precedent, any proposed development would need to follow the*

procedural requirements followed by The Preserve. At least for Staff, we would not be treating approval as precedent but would rely on the procedural requirements as the standard for review.

8. Trustee Wright asked about room tax last night. The Village will lose room tax for 90 nights of owner/their families/their guests stays. How will room tax payments be enforced if owners opt to rent outside the resort's program? *The same as enforced for all other properties. Refer to Attorney Schroeders previous response as well.*

I have several more for the Board and a few for Liam. I am sure I will have more questions as I continue to unpack this mound of information.

While I have appreciated the extra time to review this packet, in the future it may be beneficial to provide even more time when there are significant behavioral and land use changes such as this.

Thanks,
Susan

Susan Franzen
Village Board Trustee
Village of Williams Bay
250 Williams Street, PO Box 580
Williams Bay, WI 53191

RESOLUTION NO. R-16-26

VILLAGE BOARD RESOLUTION APPROVING PRELIMINARY 1 LOT CERTIFIED SURVEY MAP
(Topography - The Preserve Development)

WHEREAS, Topography Property Holdings, LLC filed an application for a certified survey map to create one (1) lot within a development referred to as The Preserve, located in the Village of Williams Bay (Village), which property is specifically described in the Preliminary Certified Survey Map, attached as Exhibit A (1 lot CSM); and

WHEREAS, after the filing of said application, Williams Bay Property Company, LLC, a Delaware limited liability company (Developer), did acquire ownership of the 1 lot CSM property; and

WHEREAS, the Preliminary 1 Lot CSM having been reviewed by the Village Engineer and Village Zoning Administrator who have supplied their comments relative thereto to the Plan Commission of the Village including their comments concerning the related Final Development Plan for the subject property; and

WHEREAS, the Village Plan Commission having reviewed the proposed Preliminary 1 Lot CSM, and having considered the comments of the Village Engineer and Village Zoning Administrator, and based upon said review and consideration of those comments, having determined that it is appropriate to recommend to the Village Board approval of said Preliminary CSM; and

WHEREAS, the Village Plan Commission on February 11, 2026, did approve Resolution No. R-02-26 recommending approval of the Preliminary 1 Lot Certified Survey Map as submitted by applicant Williams Bay Property Company, LLC, conditioned upon addressing any comments of the Village Engineer and/or Village Zoning Administrator to the satisfaction of the Village Board; and

WHEREAS, the Village Board finds that it is appropriate to accept the recommendation of the Plan Commission and approve the Preliminary 1 Lot CSM as submitted as being in the best interests of the Village.

NOW, THEREFORE, the Village Board of the Village of Williams Bay do hereby resolve:

That the Preliminary 1 Lot CSM as submitted by applicant Williams Bay Property Company, LLC, conditioned upon addressing the comments of the Village Engineer relating to the CSM as set forth in his memo of January 22, 2026, which is attached hereto and incorporated herein, and/or comments of the Village Zoning Administrator, all to the satisfaction of the Village Board, is hereby approved.

Approved by the Village Board of the Village of Williams Bay this _____ day of February, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest:

By: _____
Tina Kolls, Clerk

Date Passed: _____

To: Allison Schwark, Zoning Administrator
Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191
Delivered to: zoning@vi.williamsbay.wi.gov

Date: January 22, 2026
From: Douglas R. Snyder, PE
Project No.: 2326581

Subject: The Preserve at Williams Bay – Conditional Approval Recommendation

We completed a review of the following attached documents, prepared by Lynch & Associates, for the subject proposed development at the former George Williams College site:

- Private Site Development Plan for The Preserve at Williams Bay, plot dated 01/16/2026
- Public Site Development Plan for The Preserve at Williams Bay, plot dated 01/16/2026
- Stormwater Management Plan (SWMP) – The Preserve at Williams Bay, revised dated January 13, 2026 (Cover Page Only)
- Preliminary Certified Survey Map (CSM) for One Lot, dated 01/05/2026
- Preliminary CSM for Four Lots, dated 01/05/2026

We recommend approval of the documents contingent on receipt of the following items:

1. WDNR NOI permit
2. WisDOT approval for the pavement marking changes at the intersection of N. Lakeshore Drive and STH 67/Geneva Street
3. SEWRPC 208 letter
4. WDNR water main and sanitary sewer extension permits
5. Recorded copies of the access and utility easements needed for this development that were not included in the CSMs
6. Adopted Village resolutions vacating the relevant streets
7. Final CSMs with the preparing surveyor's seal and signature
8. Final SWMP with the preparing engineer's seal and signature on the cover page
9. Final Private and Public Site Development Plans showing the following:
 - a. The preparing engineer's seal and signature on the cover pages
 - b. On sheets C404-C452, label the locations of the "storm sewer manhole - sump with baffle" that is detailed on sheet C707.
 - c. On sheet C502, add a valve to the watermain near STA 34+00.
 - d. On sheet C504, remove one of the two valves shown the east main leg and add a valve on the north main leg near STA 113+10.
 - e. On sheet C505, add a valve on the north main leg near STA 114+90.
 - f. On sheet C508, add a hydrant at the main high point near STA 301+70.
 - g. On sheet C510, add a valve on the south main leg near STA 50+00.
 - h. On sheet C602, add outside drop on manhole SAN MH 16 (northwest connection).
 - i. On sheet C608, show the correct left profile (not storm sewer).

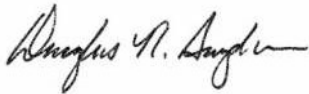
- j. On sheet C703, revise all labeling on the fire hydrant detail to conform with the Village's Water and Sanitary Sewer Main Specifications.
- k. On sheet C705, show the same pavement section (4" on 12") for Constance Boulevard as Ravina Road.

Our review did not include field verification of existing conditions, elevations, grades and/or topography as shown on the plans. The developer and their consultants have the ultimate responsibility for the correct representation of existing field conditions, delineation of all recorded property lines and easements, as well as providing a design that complies with Village Ordinances and Standards.

Please call 262-492-1462 if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, P.E.

Copy by email to:

David Lothspeich, Village Administrator
Tim Lynch, Lynch & Associates
Darrell Slomiany, Topography

DRS/JDS

Attachments

CERTIFIED SURVEY MAP NO. _____

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

<u>OWNER/SUBDIVIDER:</u> Williams Bay Property Co, LLC 111 S Wacker Dr. Suite 4960 Chicago, IL 60606	<u>SURVEYOR:</u> RITCHIE P. WENZEL 5000 S. Towne Dr. Suite 160 NEW BERLIN, WI 53151 Phone: (262) 402-5040 Email:rwenzel@lynch-engineering.com Job #24.0005 - CSM A
---	--

SURVEYOR'S CERTIFICATE:

I RITCHIE P. WENZEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND BEING LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

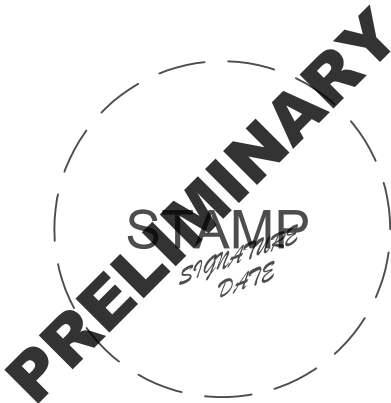
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 AND THE POINT OF BEGINNING;
THENCE SOUTH 88°40'29" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 1336.03 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4; THENCE NORTH 00°29'09" WEST, ALONG SAID WEST LINE, 1325.14 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 88°38'46" EAST, ALONG SAID NORTH LINE, 1334.54 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 00°33'02" EAST, ALONG SAID EAST LINE, 1325.79 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 AND THE POINT OF BEGINNING.

THE GROSS AREA OF SAID PARCEL CONTAINS 1,769,688 SQUARE FEET OR 40.63 ACRES OF LAND, MORE OR LESS.

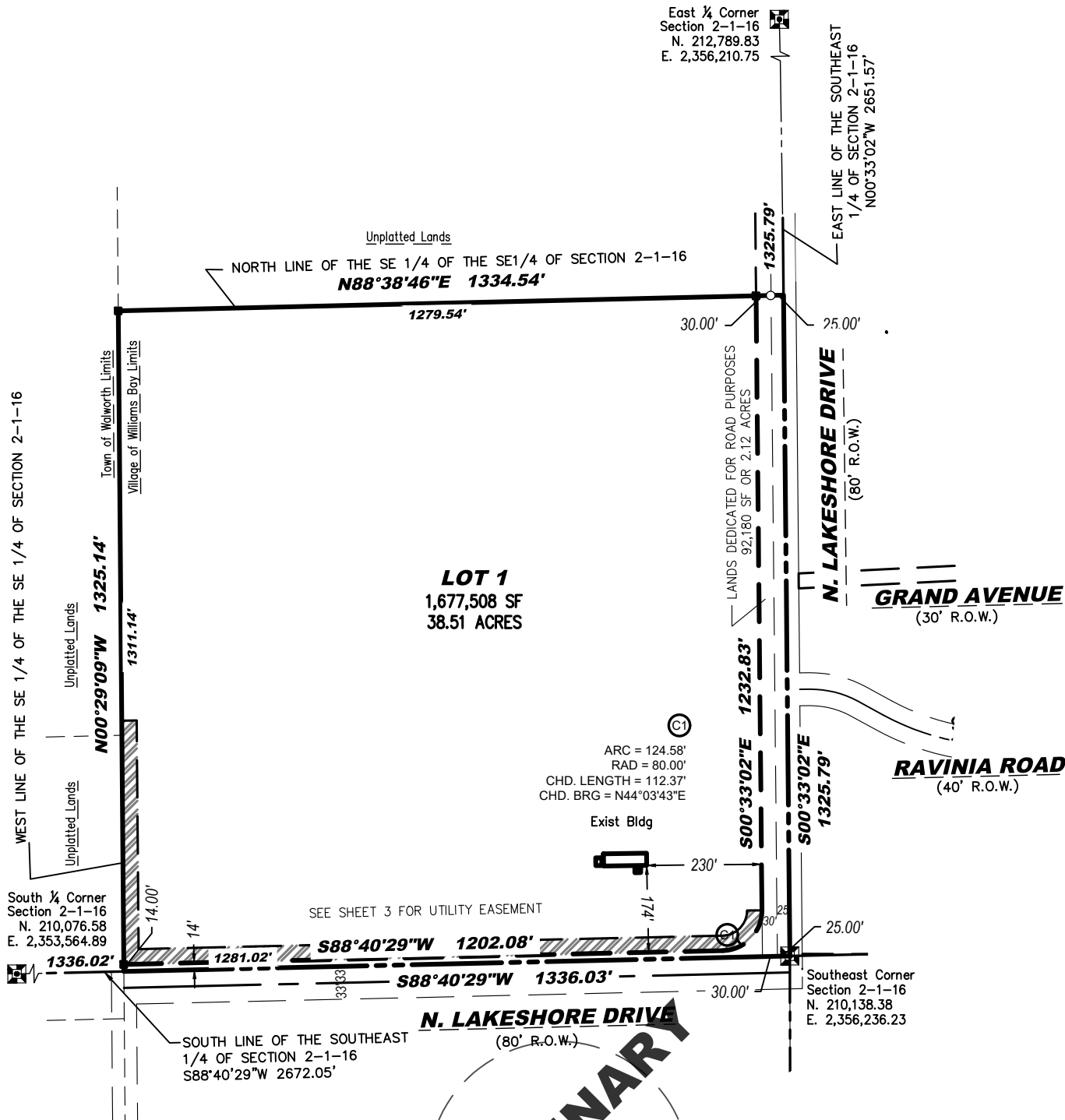
THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF **REPRESENTATIVE;** REPRESENTATIVE OF WILLIAMS BAY PROPOERTY CO, LLC, OWNER OF SAID LAND. THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF LAND SURVEYED AND LAND DIVISION MADE THEREOF. THAT I HAVE FULLY COMPLIED WITH THE PROVISION OF SECTION 236.34 OF THE WISCONSIN STATUTES AND THE PLATTING ORDINANCE OF WALWORTH COUNTY AND THE VILLAGE OF WILLIAMS BAY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____, 20 _____.

RITCHIE P. WENZEL, PLS
PROFESSIONAL LAND SURVEYOR S-4027



CERTIFIED SURVEY MAP NO. _____
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



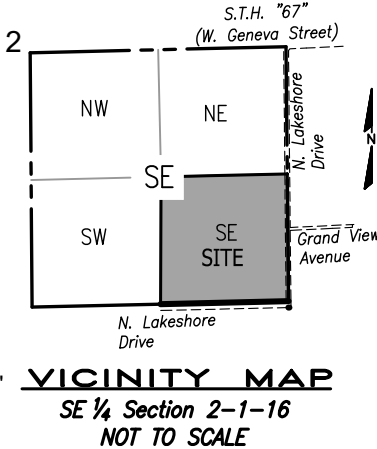
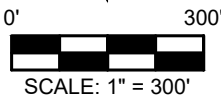
NOTES:
THE PURPOSE OF THIS CSM IS FOR ROAD DEDICATION
AND CREATION OF A UTILITY EASEMENT. A
STORMWATER MANAGEMENT PLAN WILL BE REQUIRED
FOR ANY DEVELOPMENT OR CONSTRUCTION THAT
EXCEEDS 20,000 SQUARE FEET IN IMPERVIOUS
SURFACE SEPARATELY OR IN AGGREGATE WITHIN 5
YEARS OF THE DATE OF THIS MAP. ALL STATE,
COUNTY, AND MUNICIPAL STORM WATER
REQUIREMENTS SHALL BE FOLLOWED.

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Legend:

- Found Concrete Monument w/
Brass Cap
- Found 3/4" Iron Rod
- Found 1" Iron Pipe
- Set 3/4"x18" Iron Rod
Weighing 1.18 lbs/Ft

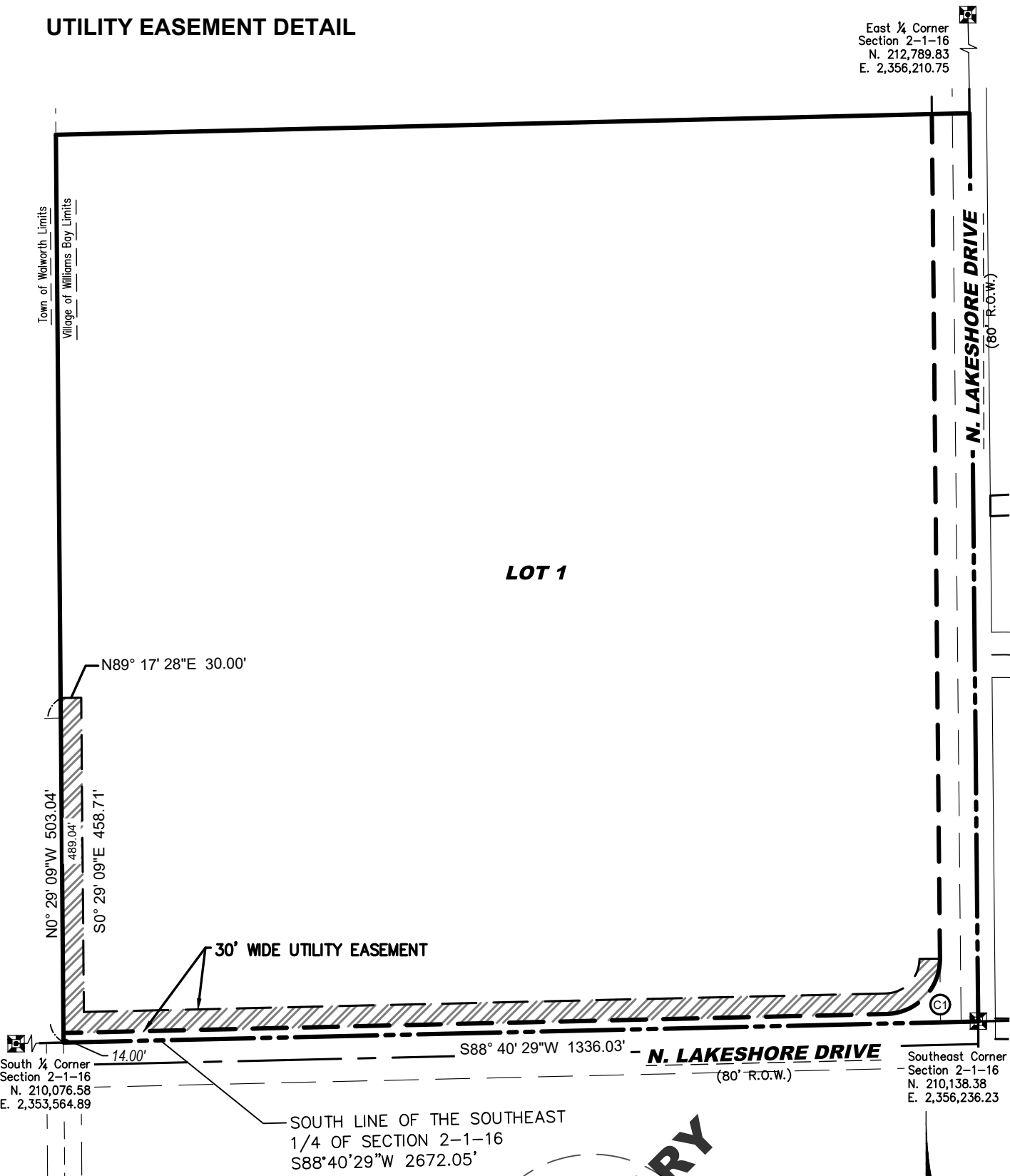
Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-83), Vertical Datum NAVD
1988, with the East line of the Southeast 1/4 of Section of 2-1-16, having an assumed bearing of South 0°33'02" East.



Date: 1/5/2026
SHEET 2 OF 5

CERTIFIED SURVEY MAP NO. _____
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

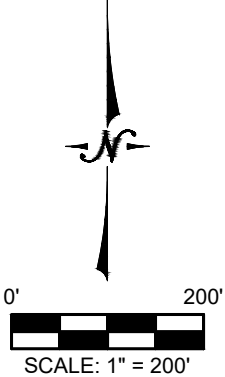
UTILITY EASEMENT DETAIL




LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-83), Vertical Datum NAVD 1988, with the East line of the Southeast 1/4 of Section of 2-1-16, having an assumed bearing of South 0°33'02" East.

PRELIMINARY
STAMP
SIGNATURE
DATE



Date: 1/5/2026
SHEET 3 OF 5

CERTIFIED SURVEY MAP NO. _____
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

ENTITY OWNER'S CERTIFICATE:

WILLIAMS BAY PROPERTY CO LLC, an entity duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said entity caused the land described on this map to be surveyed, divided, mapped, and dedicated as represented on this Certified Survey Map. WILLIAMS BAY PROPERTY CO LLC, does also certify that this map is required by section 236.10 or 236.12 of the Wisconsin State Statutes to be submitted to the following for approval or object: Village of Williams Bay

This _____ day of _____, 20_____.

_____, Representative, Williams Bay Property Co, LLC

STATE OF _____)
)ss.
County of _____)
Personally came before me this _____ day of _____, 20_____, _____
_____ of the above named entity, to me known as the person(s) who executed the foregoing instrument, and to me known to be the representative of Williams Bay Property Co, LLC, and acknowledged that they executed the foregoing instrument and acknowledged the same.

Print Name _____
Notary Public, _____ County, _____.
My Commission Expires: _____

CONSENT OF ENTITY MORTGAGEE:

Old Second National Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, consents to the surveying, dividing, and mapping of the land described on this Certified Survey Map, and does hereby consent to the above Entry Owners Certificate of Williams Bay Property Co, LLC.

In Witness of, Old Second National Bank, has caused these presents to be signed by {First Name _____ Last Name _____}, its {Title _____}, and {First Name _____ Last Name _____} its {Title _____} in the {City, Village or Town} of {City _____}, {State _____}, this _____ day of _____, 20_____. .

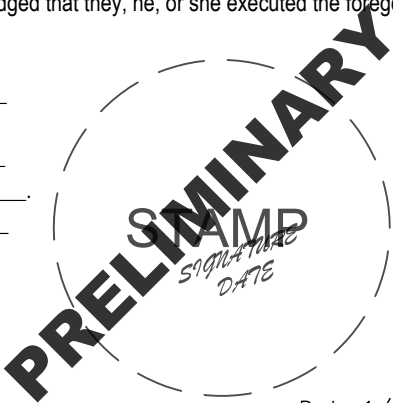
In the presence of:
Old Second National Bank

{Print - First Name Last Name} {Title} {Signature}

{Print - First Name Last Name} {Title} {Signature}

STATE OF _____)
)ss.
County of _____)
Personally came before me this _____ day of _____, 20_____, {First Name _____ Last Name _____} {Title _____} and {First Name _____ Last Name _____} {Title _____} of the above named entity, to me known to be the person(s) who executed the foregoing instrument, and to me known to be the {Title _____ and Title _____ respectively} of the entity, and acknowledged that they, he, or she executed the foregoing instrument and acknowledged the same.

{Signature}
Print Name _____
Notary Public, _____ County, _____.
My Commission Expires: _____



CERTIFIED SURVEY MAP NO. _____
 THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
 MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board:

Approved as of the day of _____, 20_____.

_____, Chairman

Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

_____ Date: _____
Tina Kolls, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission:

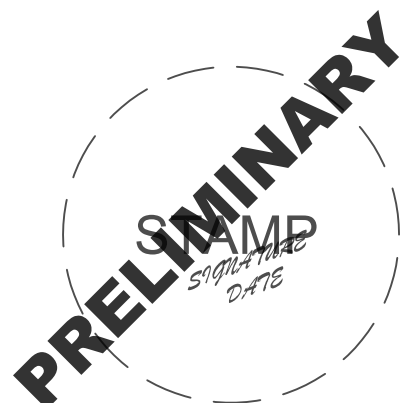
Approved as of the day of _____, 20_____.

_____, Chairman

Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

_____ Date: _____
Tina Kolls, Village Clerk



Date: 1/5/2026
SHEET 5 OF 5

RESOLUTION NO. R-17-26

**VILLAGE BOARD RESOLUTION APPROVING PRELIMINARY 4 LOT CERTIFIED SURVEY MAP
(Topography – The Preserve Development)**

WHEREAS, Topography Property Holdings, LLC filed an application for a certified survey map to create four (4) lots within a development referred to as The Preserve, located in the Village of Williams Bay (Village), which property is specifically described in the Preliminary Certified Survey Map, attached as Exhibit A (4 lot CSM); and

WHEREAS, after the filing of said application, Williams Bay Property Company, LLC, a Delaware limited liability company (Developer), did acquire ownership of the 4 lot CSM property; and

WHEREAS, the Preliminary 4 Lot CSM having been reviewed by the Village Engineer and Village Zoning Administrator who have supplied their comments relative thereto to the Plan Commission of the Village including their comments concerning the related Final Development Plan for the subject property; and

WHEREAS, the Village Plan Commission having reviewed the proposed Preliminary 4 Lot CSM, and having considered the comments of the Village Engineer and Village Zoning Administrator, and based upon said review and consideration of those comments, including that the approval of the Final 4 Lot CSM be conditioned upon the vacation of several village street right-of-ways, having determined that it is appropriate to recommend to the Village Board approval of said Preliminary CSM; and

WHEREAS, the Village Plan Commission, on February 11, 2026, did approve Resolution No. R-03-26 Recommending Approval of Preliminary 4 Lot CSM as submitted by applicant Williams Bay Property Company, LLC, conditioned upon addressing any comments of the Village Engineer and/or Village Zoning Administrator to the satisfaction of the Village Board, and further conditioned upon the required vacation of several Village street right-of-ways; and

WHEREAS, the Village Board finds that it is appropriate to accept the recommendation of the Plan Commission and approve the Preliminary 4 Lot CSM as submitted, as being in the best interests of the Village.

NOW, THEREFORE, the Village Board of the Village of Williams Bay do hereby resolve:

That the Preliminary 4 Lot CSM as submitted by Applicant Williams Bay Property Company, LLC, conditioned upon addressing the comments of the Village Engineer relating to the CSM as set forth in his memo of January 22, 2026, which is attached hereto and incorporated herein, and/or, comments of the Village Zoning Administrator, all to the satisfaction of the Village Board, is hereby approved.

Approved by the Village Board of the Village of Williams Bay this _____ day of February, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest:

By: _____
Tina Kolls, Clerk

Date Passed: _____

To: Allison Schwark, Zoning Administrator
Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191
Delivered to: zoning@vi.williamsbay.wi.gov

Date: January 22, 2026
From: Douglas R. Snyder, PE
Project No.: 2326581

Subject: The Preserve at Williams Bay – Conditional Approval Recommendation

We completed a review of the following attached documents, prepared by Lynch & Associates, for the subject proposed development at the former George Williams College site:

- Private Site Development Plan for The Preserve at Williams Bay, plot dated 01/16/2026
- Public Site Development Plan for The Preserve at Williams Bay, plot dated 01/16/2026
- Stormwater Management Plan (SWMP) – The Preserve at Williams Bay, revised dated January 13, 2026 (Cover Page Only)
- Preliminary Certified Survey Map (CSM) for One Lot, dated 01/05/2026
- Preliminary CSM for Four Lots, dated 01/05/2026

We recommend approval of the documents contingent on receipt of the following items:

1. WDNR NOI permit
2. WisDOT approval for the pavement marking changes at the intersection of N. Lakeshore Drive and STH 67/Geneva Street
3. SEWRPC 208 letter
4. WDNR water main and sanitary sewer extension permits
5. Recorded copies of the access and utility easements needed for this development that were not included in the CSMs
6. Adopted Village resolutions vacating the relevant streets
7. Final CSMs with the preparing surveyor's seal and signature
8. Final SWMP with the preparing engineer's seal and signature on the cover page
9. Final Private and Public Site Development Plans showing the following:
 - a. The preparing engineer's seal and signature on the cover pages
 - b. On sheets C404-C452, label the locations of the "storm sewer manhole - sump with baffle" that is detailed on sheet C707.
 - c. On sheet C502, add a valve to the watermain near STA 34+00.
 - d. On sheet C504, remove one of the two valves shown the east main leg and add a valve on the north main leg near STA 113+10.
 - e. On sheet C505, add a valve on the north main leg near STA 114+90.
 - f. On sheet C508, add a hydrant at the main high point near STA 301+70.
 - g. On sheet C510, add a valve on the south main leg near STA 50+00.
 - h. On sheet C602, add outside drop on manhole SAN MH 16 (northwest connection).
 - i. On sheet C608, show the correct left profile (not storm sewer).

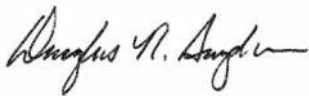
- j. On sheet C703, revise all labeling on the fire hydrant detail to conform with the Village's Water and Sanitary Sewer Main Specifications.
- k. On sheet C705, show the same pavement section (4" on 12") for Constance Boulevard as Ravina Road.

Our review did not include field verification of existing conditions, elevations, grades and/or topography as shown on the plans. The developer and their consultants have the ultimate responsibility for the correct representation of existing field conditions, delineation of all recorded property lines and easements, as well as providing a design that complies with Village Ordinances and Standards.

Please call 262-492-1462 if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, P.E.

Copy by email to:

David Lothspeich, Village Administrator
Tim Lynch, Lynch & Associates
Darrell Slomiany, Topography

DRS/JDS

Attachments

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION,
VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF
CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE
OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT
NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST
1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN
TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER/ SUBDIVIDER:
WILLIAMS BAY PROPERTY CO, LLC
111S Wacker Dr Suite 4960
Chicago, IL 60606

SURVEYOR:
RITCHIE P. WENZEL
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
Phone: (262) 402-5040
Email: rwenzel@lynch-engineering.com
Job #24.0005 - 4 LOT CSM

SURVEYOR'S CERTIFICATE:

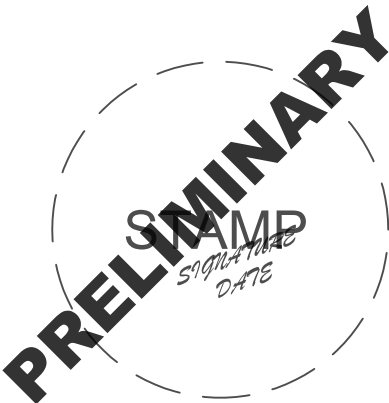
I RITCHIE P. WENZEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND BEING A LOCATED IN
BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN
GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998,
RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN
WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4,
SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE
NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN
TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF
WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, NOW BEING BOUND AND DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 1; THENCE
NORTH 88°39'52" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION,
25.00 FEET TO THE EAST RIGHT OF WAY OF NORTH LAKESHORE DRIVE AND THE POINT OF
BEGINNING.

THENCE NORTH 0°33'02" WEST, ALONG SAID EAST LINE, 2612.16 FEET; THENCE NORTH
42°53'27" EAST, 21.81 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST GENEVA STREET;
THENCE NORTH 87°14'37" EAST ALONG SAID SOUTH LINE, 170.37 FEET TO THE NORTHWEST
CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1198; THENCE SOUTH 00°30'25" EAST, 252.00
FEET; THENCE SOUTH 43°39'25" EAST, 66.58 FEET; THENCE SOUTH 70°44'38" EAST, 79.82 FEET;
THENCE NORTH 00°29'43" WEST, 30.02 FEET; THENCE NORTH 87°10'47" EAST, 15.01 FEET;
THENCE SOUTH 00°29'43" EAST, 351.76 FEET; THENCE NORTH 87°20'12" EAST, 360.01 FEET;
THENCE SOUTH 00°29'43" EAST, 590.75 FEET; THENCE SOUTH 87°12'17" WEST, 15.00 FEET;
THENCE SOUTH 00°29'43" EAST ALONG THE WEST LINE OF LOT 1 OF CERTIFIED SURVEY MAP
NO. 5185, 630.01 FEET; THENCE SOUTH 87°13'55" WEST ALONG THE NORTH LINE OF GRAND
AVENUE EXTENDED, 223.97 FEET; THENCE SOUTH 00°31'05" EAST ALONG THE WEST LINE OF
LOT 1 OF CERTIFIED SURVEY MAP NO. 4938 EXTENDED, 156.15 FEET; THENCE NORTH 87°13'55"
EAST, ALONG SAID LOT 1, 14.00 FEET; THENCE SOUTH 00°31'05" EAST, ALONG SAID LOT 1,
162.45 FEET TO THE NORTH LINE OF RAVINIA ROAD; THENCE 332.82 FEET ALONG AN ARC,
BEING THE BOUNDARY BETWEEN SAID LOT 1 AND RAVINIA ROAD, WITH A RADIUS POINT TO
THE SOUTHWEST, A RADIUS OF 400.00 FEET, AND A CHORD BEARING SOUTH 67°30'16" EAST,
323.30 FEET; THENCE NORTH 45°31'52" ALONG SAID LOT 1, 195.20 FEET TO A CORNER OF LOT 1
OF CERTIFIED SURVEY MAP NO. 5185; THENCE SOUTH 50°37'59" EAST, ALONG SAID LOT 1,
223.09 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CONSTANCE BLVD; THENCE
SOUTH 77°34'35" EAST, 78.87 FEET TO THE EAST CORNER OF OUTLOT 1 OF CERTIFIED SURVEY
MAP NO. 4998; THENCE NORTH 63°04'56" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF
CONSTANCE BLVD AND THE NORTH LINE OF SAID OUTLOT 1, 105.01 FEET;

SURVEYOR'S CERTIFICATE CONTINUED ON SHEET 2



Date: 1/5/2026
SHEET 1 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE CONTINUED:

THENCE SOUTH 13°51'07" EAST, ALONG THE EAST LINE OF SAID OUTLOT 1, 39.12 FEET; THENCE NORTH 76°09'09" EAST ALONG SAID CSM NO. 4998, 185.11 FEET; THENCE SOUTH 00°27'11" EAST ALONG SAID CSM NO 4998, 695.29 FEET TO A MEANDER LINE WHICH LIES 18.7 FEET MORE OR LESS NORTH 00°27'19" WEST OF THE SHORE OF GENEVA LAKE; THENCE SOUTH 60°16'21" WEST, ALONG SAID MEANDER LINE, 790.34 FEET TO A POINT THAT IS 21.3 FEET MORE OR LESS NORTH 29°30'05" WEST OF THE SHORE OF GENEVA LAKE; THENCE NORTH 29°30'05" WEST, 177.39 FEET; THENCE SOUTH 60°29'55" WEST, 15.75 FEET; THENCE NORTH 47°57'47" WEST, 45.00 FEET; THENCE SOUTH 60°29'55" WEST, 40 FEET TO THE EAST LINE OF LOT 8 IN GRAND TERRACE SUBDIVISION; THENCE NORTH 29°30'05" WEST, ALONG SAID EAST LINE, 154.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF OUTING STREET; THENCE NORTH 15°21'28" WEST, 20.06 FEET TO THE NORTH RIGHT OF WAY LINE OF OUTING STREET; THENCE SOUTH 77°04'43" WEST ALONG SAID NORTH LINE, 107.77 FEET; THENCE SOUTH 53°41'55" WEST ALONG SAID NORTH LINE, 179.97 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4226; THENCE NORTH 25°03'05" WEST ALONG THE EAST LINE OF SAID LOT 1 EXTENDED, 320.88 FEET TO THE NORTH RIGHT OF WAY LINE OF CONSTANCE AVENUE; THENCE SOUTH 62°01'22" WEST, ALONG SAID NORTH LINE 143.34 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE NORTH 0°08'06" WEST ALONG SAID WEST LINE, 253.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH LAKESHORE DRIVE; THENCE NORTH 88°39'51" EAST, ALONG SAID SOUTH LINE, 25.01 FEET TO THE SOUTHEAST CORNER OF NORTH LAKESHORE DRIVE; THENCE NORTH 0°08'16" WEST, ALONG THE EAST LINE OF SAID NORTH LAKESHORE DRIVE, 66.01 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 1 AND TO THE POINT OF BEGINNING. INCLUSIVE OF LANDS LYING BETWEEN SAID MEANDER LINE AND THE SHORE OF GENEVA LAKE BY THE EXTENSION OF PROPERTY LINES. EXCLUSIVE OF RIGHT OF WAY FOR THE PUBLIC FOR RAVINIA ROAD AND CONSTANCE BOULEVARD.

THE GROSS AREA OF SAID PARCEL CONTAINS 2,380,550 SQUARE FEET OR 54.65 ACRES OF LAND, MORE OR LESS.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF WILLIAMS BAY PROPERTY CO, LLC, OWNER OF SAID LAND. THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF LAND SURVEYED AND LAND DIVISION MADE THEREOF. THAT I HAVE FULLY COMPLIED WITH THE PROVISION OF SECTION 236.34 OF THE WISCONSIN STATUTES AND THE PLATTING ORDINANCE OF THE VILLAGE OF WILLIAMS BAY IN SURVEYING, DIVIDING AND MAPPING SAME.

DATED THIS _____ DAY OF _____, 20_____.

RITCHIE P. WENZEL, PLS
PROFESSIONAL LAND SURVEYOR S-4027


LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

PRELIMINARY
STAMP
SIGNATURE
DATE

Legend: _____

-  Found Concrete Monument (unless noted otherwise)
-  Found 1" Iron Pipe
-  Found Iron Rod
-  Found PK Nail
-  Found Chiseled Cross
-  Set Chiseled Cross
-  Set 3/4"x18" Iron Rod Weighing 1.18 lbs/Ft
-  Set PK Nail in Pavement
-  Existing Building
-  Existing Building to be razed

Date: 1/5/2026
SHEET 2 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

West 1/4 Corner
Section 1-1-16
N. 212,789.83
E. 2,356,210.75
Found Limestone
Monument w/ cap

INITIAL Tax Key Nos. WWUP 00011, WGT
00009, WA499800002

W GENEVA STREET

THIS CERTIFIED SURVEY MAP IS TO
REMAIN PRELIMINARY AND IS
DEPENDANT ON SEVERAL PENDING
RIGHT OF WAY VACATIONS.

Table of Details:
SHEET 4 - LOT 1
SHEET 5 - LOT 2
SHEET 6 - LOT 3
SHEET 7 - LOT 4
SHEET 8 - RAVINIA ROAD
SHEET 9 - ACCESS EASEMENT
ALONG VACATED CONSTANCE
SHEET 10 - UTILITY & ACCESS
EASEMENTS
SHEET 11 - SURVEYOR'S NOTES
LINE & CURVE TABLES
SHEET 12 - OWNER'S CERTIFICATE
SHEET 13 - APPROVALS SHEET

LOT 1
1,104,626 SqFt
25.36 ACRES

WEST LINE OF THE NORTHWEST 1/4 OF SECTION 12-1-12
N. 33°02'W 2651.60'

N. LAKE SHORE DRIVE

Lot 1
CSM #5185

LOT 3
38,686 SqFt
0.89 ACRES

Lot 1
CSM #4938

LOT 2
405,929 SqFt
9.32 ACRES

Lot 1
CSM #4998

N88°39'52"E 2640.83'
SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 1-1-12

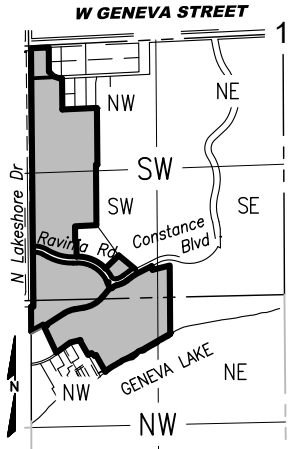
NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 12-1-12

Southwest Corner
Section 1-1-16
N. 210,138.38
E. 2,356,236.23

LOT 4
790,946 SqFt
18.16 ACRES

Lot 1
CSM #4226

GENEVA LAKE



12
VICINITY MAP
SW 1/4 Section 1-1-16
N 1/2 NW 1/4 Section 12-1-16
SCALE: 1" = 2000'



0' 400'
SCALE: 1" = 400'

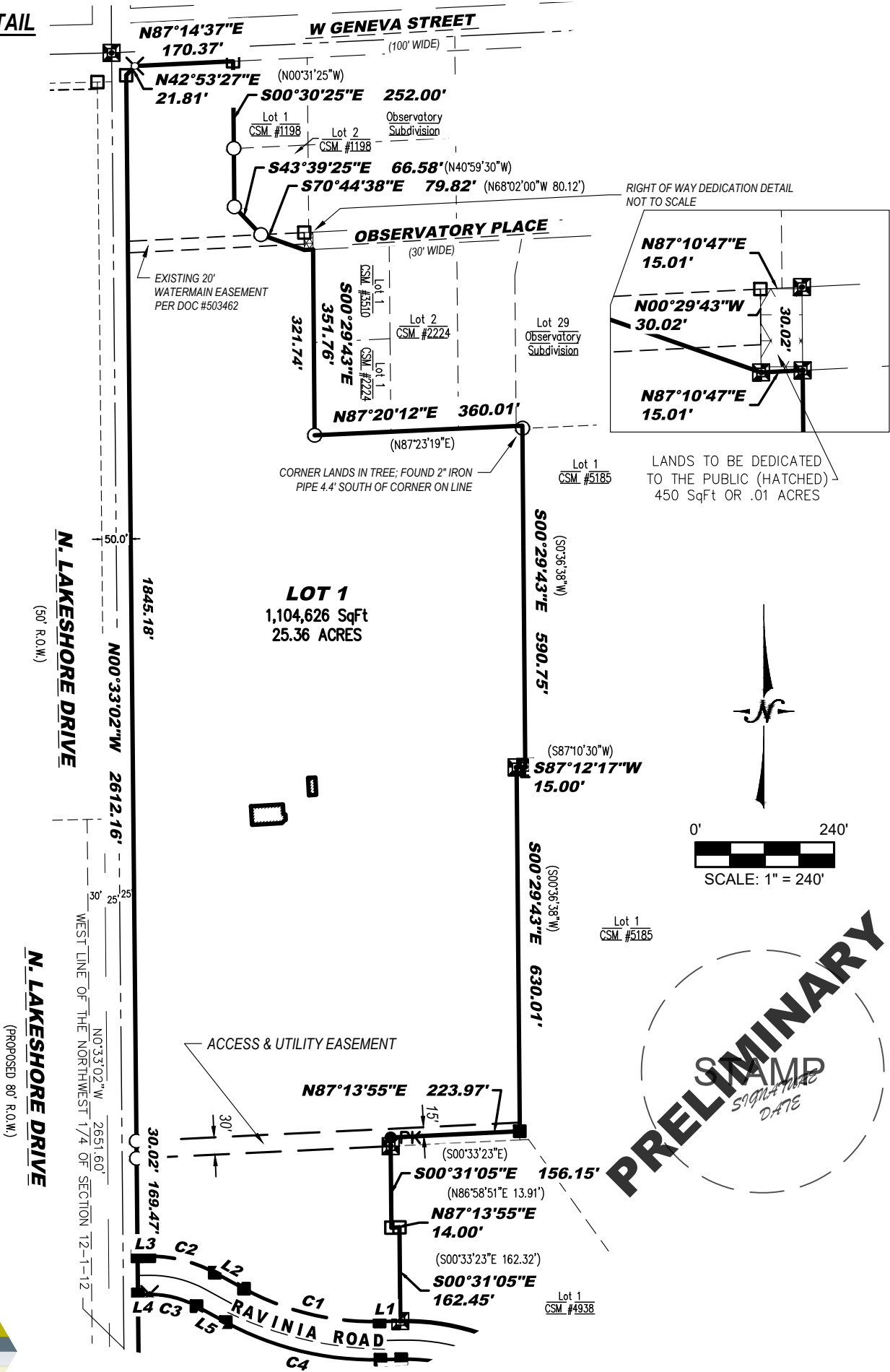
South 1/4 Corner
Section 1-1-16
N. 210,199.94
E. 2,358,876.35

PRELIMINARY
SIGNATURE
DATE

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LOT 1 DETAIL



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151

440 MILWAUKEE AVENUE
BURLINGTON, WI 53105

(262) 402-5040

Date: 1/5/2026
SHEET 4 OF 13

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

[illegible]

E BLVD.

RE DRIVE

Southwest Corner
Section 1-1-16
N. 210, 138.38
E. 2,356,236.23

N88°39'51"E
25.00'

N00°08'06"W
66.01'

N00°08'06"W
66.01'

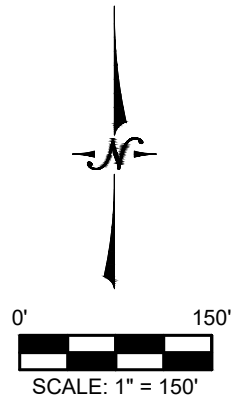
N88°39'51"E
25.01'

54.74'

11.28'

30' UTILITY EASEMENT

SCALE: 1"=50'



C8

PRELIMINARY STAMP

50044762

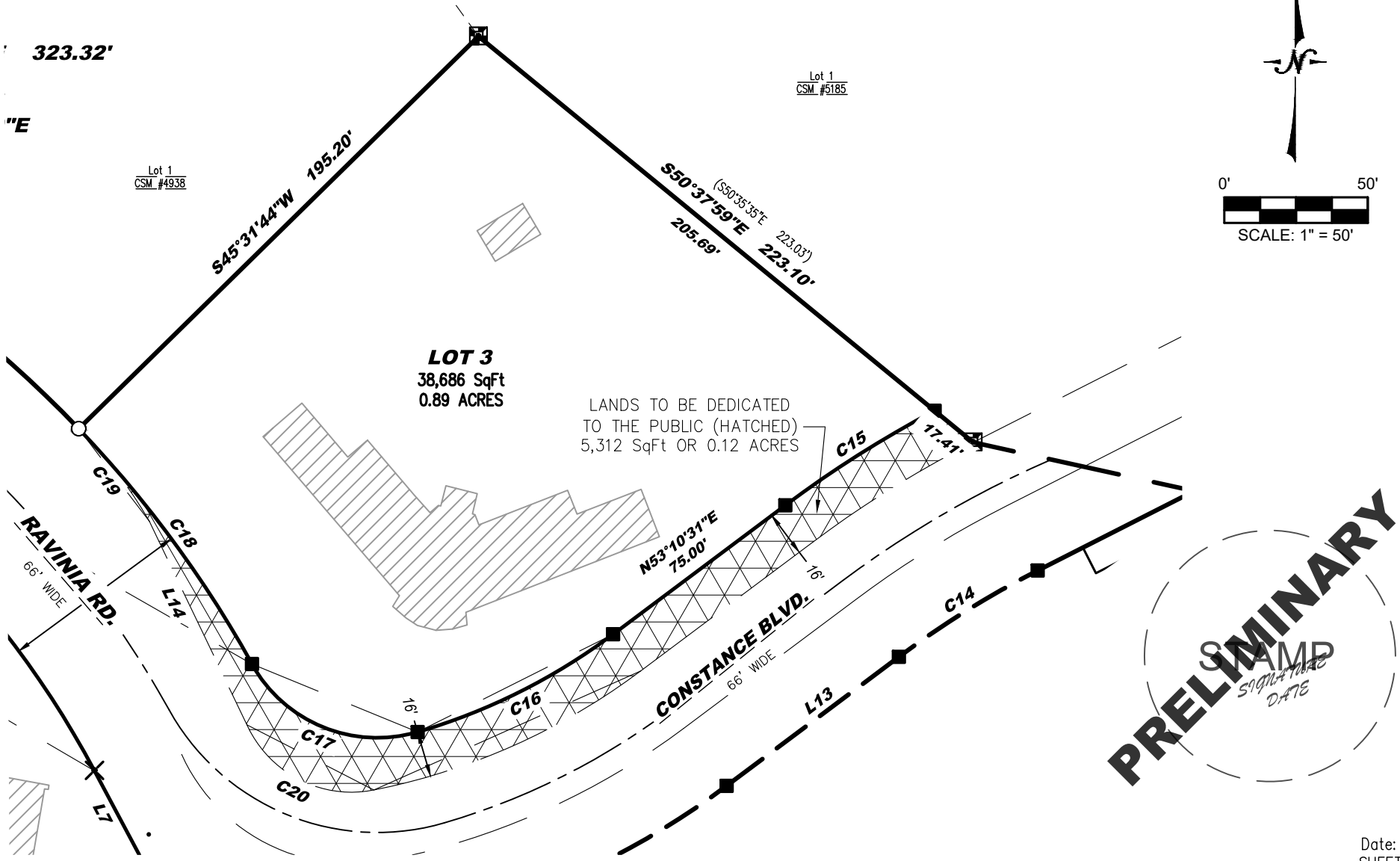
01/02

Page 176 of 293

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

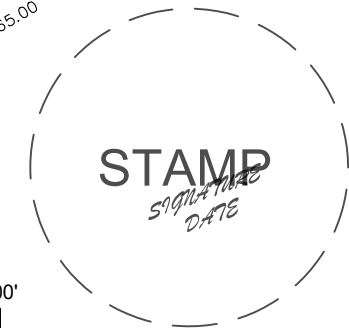
LOT 3 DETAIL




LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

PRELIMINARY
STAMP
SIGNATURE
DATE

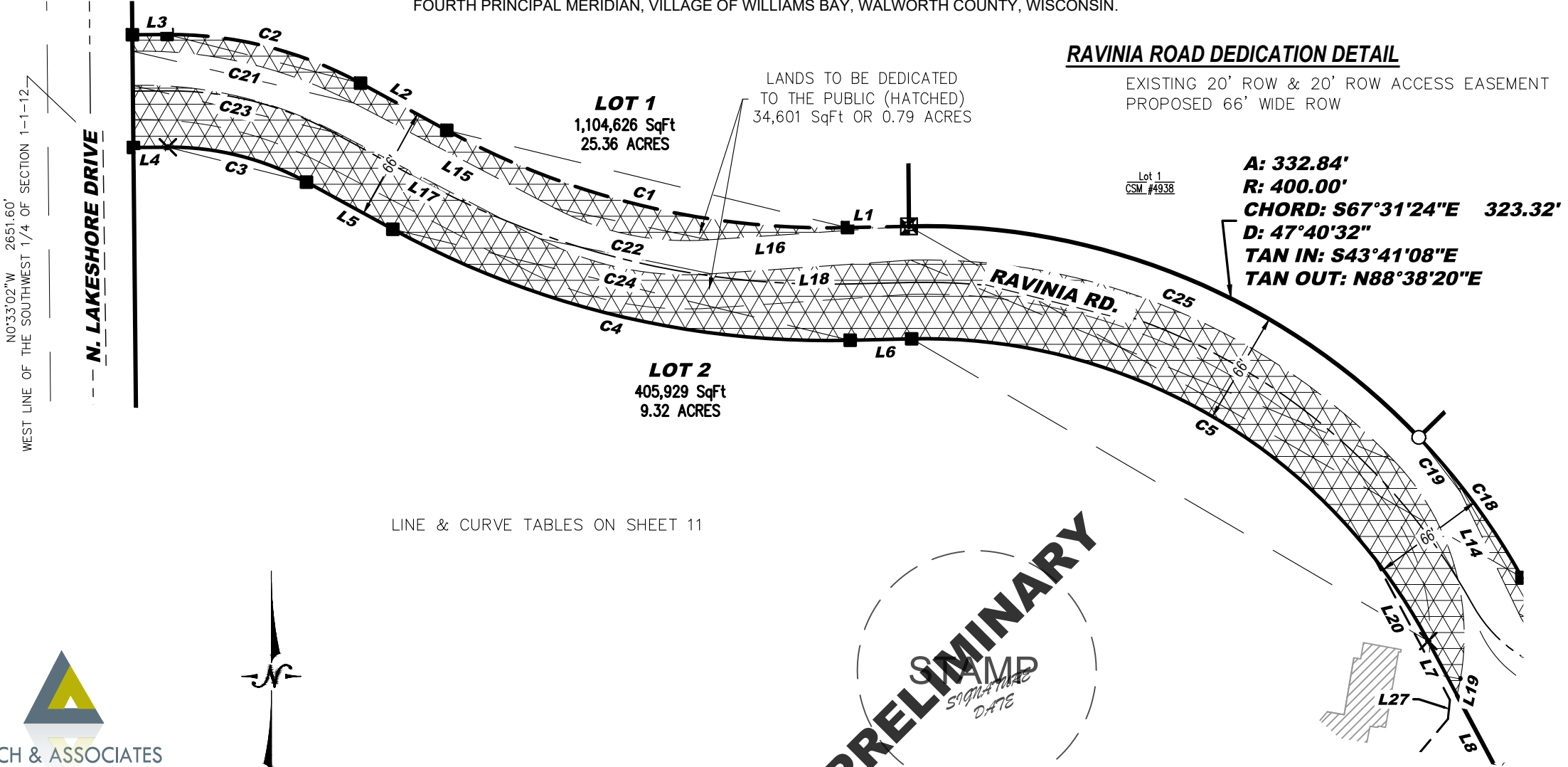
BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



Page 178 of 293

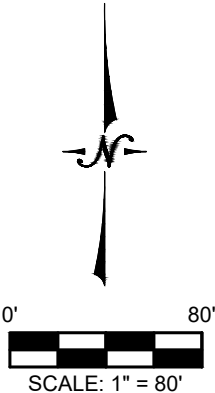
CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



LINE & CURVE TABLES ON SHEET 11


LYNCH & ASSOCIATES
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

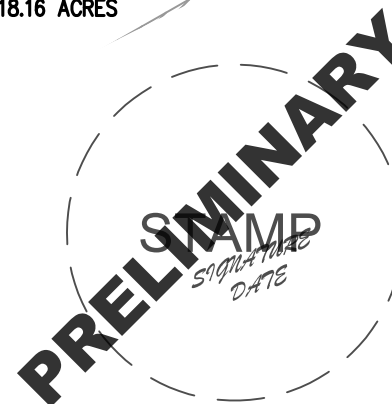


PRELIMINARY
STAMP
SIGNATURE
DATE

Date: 1/5/2026
SHEET 8 OF 13

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

ACCESS, UTILITY AND MAINTENANCE EASEMENT DETAIL

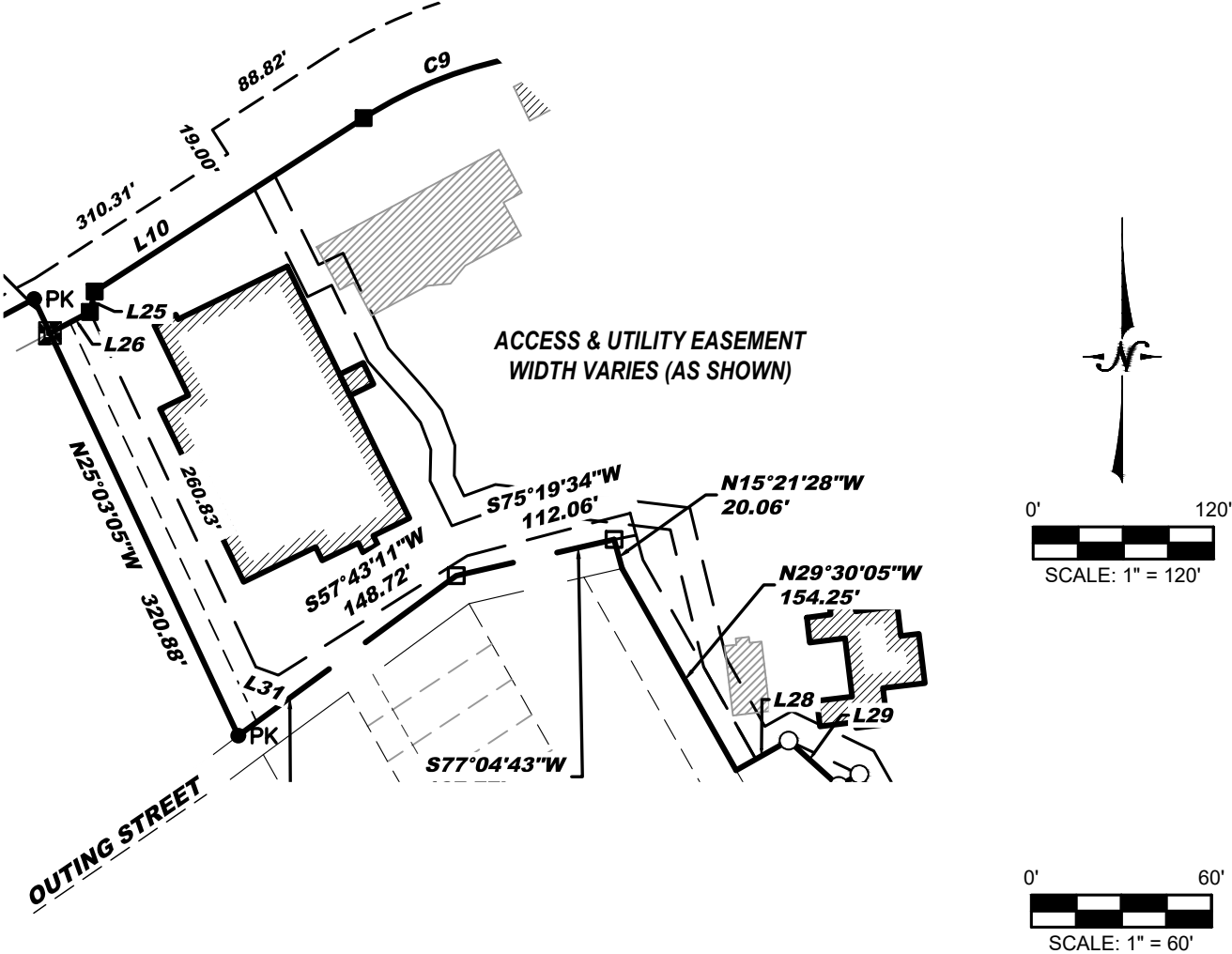


Page 180 of 293

CERTIFIED SURVEY MAP NO. _____

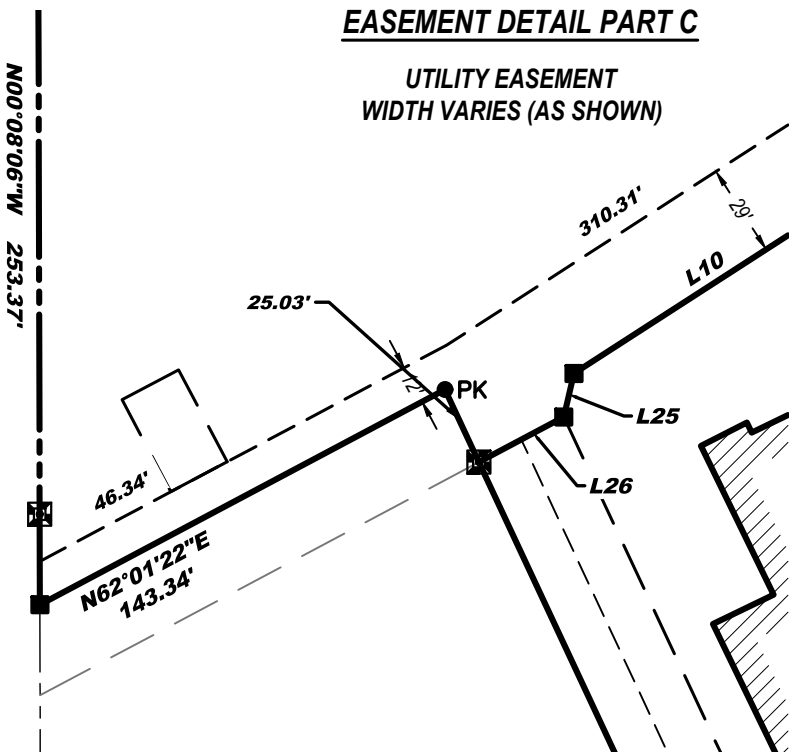
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EASEMENT DETAIL PART A



EASEMENT DETAIL PART C

UTILITY EASEMENT
WIDTH VARIES (AS SHOWN)



PRELIMINARY
SWAMP
SIGNATURE
DATE

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

CERTIFIED SURVEY MAP NO. _____

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CURVE & LINE TABLES

CURVE TABLE						
CURVE #	LENGTH	RADIUS	CHORD	DELTA	BEARING IN	BEARING OUT
C1	244.37'	467.00'	S76° 21' 32"E 241.59'	029°58'53"	S61°22'05"E	N88°39'02"E
C2	118.11'	233.00'	N75° 53' 24"W 116.85'	029°02'38"	N61°22'05"W	S89°35'17"W
C3	84.65'	167.00'	N75° 53' 24"W 83.75'	029°02'38"	N61°22'05"W	S89°35'17"W
C4	278.91'	533.00'	S76° 21' 32"E 275.73'	029°58'53"	S61°22'05"E	N88°39'02"E
C5	369.12'	334.00'	N59° 41' 23"W 350.62'	063°19'11"	N28°01'47"W	S88°39'02"W
C6	3.93'	15.00'	S35° 32' 24"E 3.92'	015°01'13"	S28°01'47"E	S43°03'00"E
C7	23.71'	15.00'	S88° 20' 22"E 21.32'	090°34'44"	S43°03'00"E	N46°22'16"E
C8	228.23'	317.00'	N60° 33' 50"E 223.33'	041°15'02"	N81°11'21"E	N39°56'19"E
C9	118.59'	283.00'	S69° 11' 04"W 117.72'	024°00'33"	S81°11'21"W	S57°10'48"W
C12	61.26'	117.00'	S61° 22' 12"W 60.56'	029°59'53"	S76°22'09"W	S46°22'16"W
C13	113.35'	280.00'	N64° 46' 20"E 112.57'	023°11'38"	N76°22'09"E	N53°10'31"E
C14	57.06'	329.08'	S58° 08' 08"W 56.99'	009°56'04"	S63°06'11"W	S53°10'06"W
C15	61.65'	396.00'	S57° 38' 07"W 61.59'	008°55'11"	S62°05'42"W	S53°10'31"W
C16	76.59'	214.00'	N63° 25' 42"E 76.18'	020°30'22"	N73°40'53"E	N53°10'31"E
C17	67.44'	50.00'	S67° 40' 52"E 62.44'	077°16'30"	S29°02'36"E	N73°40'53"E
C18	102.11'	400.01'	N36° 22' 20"W 101.83'	014°37'34"	N29°03'34"W	N43°41'07"W
C19	40.68'	156.07'	N37° 19' 32"W 40.56'	014°56'02"	N29°51'31"W	N44°47'33"W
C20	53.69'	40.00'	S62° 47' 58"E 49.75'	076°54'09"	S24°20'53"E	N78°44'58"E
C21	134.61'	267.17'	N76° 50' 09"W 133.19'	028°52'07"	N62°24'06"W	S88°43'47"W
C22	92.93'	166.40'	S78° 25' 56"E 91.73'	031°59'54"	S62°25'59"E	N85°34'07"E
C23	124.79'	247.17'	N76° 51' 54"W 123.47'	028°55'36"	N62°24'06"W	S88°40'18"W
C24	104.30'	186.40'	S78° 24' 06"E 102.94'	032°03'34"	S62°22'19"E	N85°34'07"E
C25	315.97'	380.00'	N67° 27' 30"W 306.94'	047°38'28"	N43°38'15"W	S88°43'16"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°47'27"W	36.02'
L2	N61°22'05"W	57.62'
L3	S89°35'17"W	20.35'
L4	S89°35'17"W	20.19'
L5	N61°22'05"W	57.62'
L6	N88°39'02"E	36.02'
L7	N28°01'47"W	35.98'
L8	N28°01'47"W	52.87'
L10	N57°10'48"E	212.96'
L13	N53°10'31"E	75.00'
L14	N25°37'21"W	78.66'
L15	N62°24'06"W	133.17'
L16	N86°09'32"E	117.63'
L17	N62°24'06"W	132.98'
L18	S86°03'37"W	117.02'
L19	S11°44'59"W	9.80'
L20	N28°01'47"W	94.02'
L21	S39°56'19"W	127.28'
L22	S39°56'19"W	127.28'
L23	S81°11'21"W	91.06'
L24	S81°11'21"W	91.06'
L25	S13°11'25"W	13.97'
L26	S62°01'20"W	30.04'
L27	N05°57'16"E	11.18'
L28	S60°29'55"W	40.00'
L29	S47°57'47"E	45.00'
L30	S60°29'55"W	15.75'
L31	N69°59'44"W	15.94'

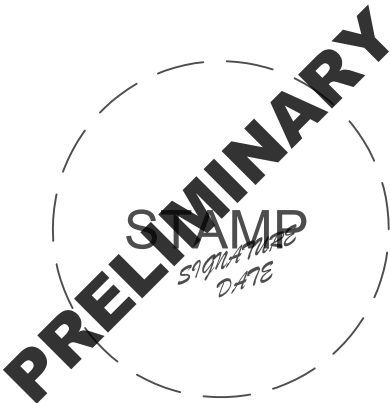
SURVEYOR'S NOTES:

Per the National Flood Insurance Program, Flood Insurance Rate Map No. 55127C0308D, Effective Date October 2nd 2009 reports the Flood Zone as AE with Flood Elevation to be 865.

APPROXIMATE ORDINARY HIGH WATER MARK - FOR REFERENCE ONLY PER STATE STATUTE 236.025

"ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION."

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-83), Vertical Datum NAVD 1988, with the West line of the Southwest corner 1/4 of Section of 1-1-16, having an assumed bearing of North 0°33'02" West.



CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

ENTITY OWNER'S CERTIFICATE:

WILLIAMS BAY PROPERTY CO LLC, an entity duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said entity caused the land described on this map to be surveyed, divided, mapped, and dedicated as represented on this Certified Survey Map. WILLIAMS BAY PROPERTY CO LLC, does also certify that this map is required by section 236.10 or 236.12 of the Wisconsin State Statutes to be submitted to the following for approval or object: Village of Williams Bay

This _____ day of _____, 20_____.
_____, Representative, Williams Bay Property Co, LLC

STATE OF _____)
)ss.
County of _____)
Personally came before me this _____ day of _____, 20_____, _____
_____ of the above named entity, to me known as the person(s) who executed the foregoing instrument, and to me known to be the representative of Williams Bay Property Co, LLC, and acknowledged that they executed the foregoing instrument and acknowledged the same.

Print Name _____
Notary Public, _____ County, _____.
My Commission Expires: _____

CONSENT OF ENTITY MORTGAGEE:

Old Second National Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, consents to the surveying, dividing, and mapping of the land described on this Certified Survey Map, and does hereby consent to the above Entry Owners Certificate of Williams Bay Property Co, LLC.

In Witness of, Old Second National Bank, has caused these presents to be signed by {First Name _____ Last Name _____}, its {Title _____}, and {First Name _____, Last Name _____} its {Title _____} in the {City, Village or Town} of {City _____}, {State _____}, this _____ day of _____, 20_____. .

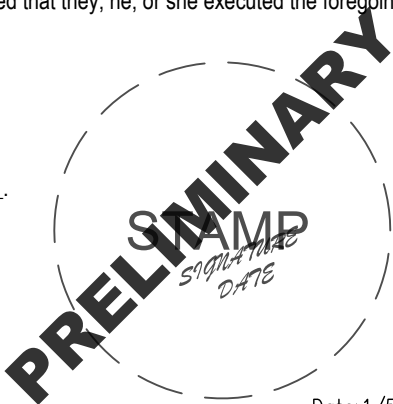
In the presence of:
Old Second National Bank

{Print - First Name Last Name} {Title} {Signature}

{Print - First Name Last Name} {Title} {Signature}

STATE OF _____)
)ss.
County of _____)
Personally came before me this _____ day of _____, 20_____, {First Name _____ Last Name _____} {Title _____} and {First Name _____ Last Name _____} {Title _____} of the above named entity, to me known to be the person(s) who executed the foregoing instrument, and to me known to be the {Title _____ and Title _____ respectively} of the entity, and acknowledged that they, he, or she executed the foregoing instrument and acknowledged the same.

{Signature}
Print Name _____
Notary Public, _____ County, _____.
My Commission Expires: _____



CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board:

Approved as of the day of _____, 20_____.

_____,
_____, **Chairman**

Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

Tina Kolls, Village Clerk

Date: _____

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission:

Approved as of the day of _____, 20_____.

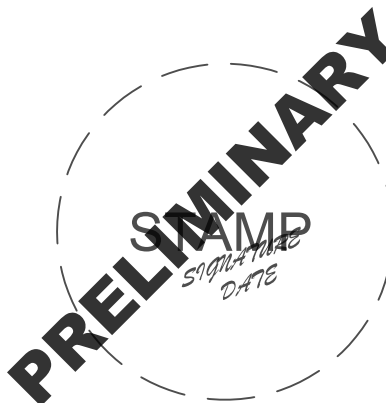
_____,
_____, **Chairman**

Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

Tina Kolls, Village Clerk

Date: _____



RESOLUTION NO. R-18- 26

**VILLAGE BOARD RESOLUTION APPROVING PRELIMINARY CONDOMINIUM PLAT
(Topography - The Preserve Development)**

WHEREAS, Williams Bay Property Company, LLC, a Delaware Limited Liability Company (Developer), filed an application for approval of a preliminary condominium plat for The Preserve, A Condominium At Williams Bay (Preliminary Condominium Plat), along with the associated Declaration of Covenants, Conditions and Restrictions for The Preserve, A Condominium At Williams Bay (Declaration), which Preliminary Condominium Plat is attached as Exhibit A and which Declaration is attached as Exhibit B; and

WHEREAS, the Preliminary Condominium Plat having been reviewed by the Village Engineer and Village Zoning Administrator who have supplied their comments relative thereto to the Plan Commission of the Village, including their comments concerning the related Final Development Plan for the subject property; and

WHEREAS, the Village Plan Commission having reviewed the proposed Preliminary Condominium Plat and having considered the comments of the Village Engineer and Village Zoning Administrator.

WHEREAS, the Village Plan Commission, on February 11, 2026, did approve Resolution No. R-04-26 Recommending Approval of the Preliminary Condominium Plat as submitted by applicant Williams Bay Property Company, LLC, conditioned upon addressing any comments of the Village Engineer and/or Village Zoning Administrator to the satisfaction of the Village Board; and

WHEREAS, the Village Engineer having stated that he has no comments regarding the proposed Preliminary Condominium Plat; and

WHEREAS, the Village Board finds that it is appropriate to accept the recommendation of the Plan Commission and approve the Preliminary Condominium Plat as submitted by applicant Williams Bay Property Company, LLC.

NOW, THEREFORE, the Village Board of the Village of Williams Bay do hereby resolve:

That the Preliminary Condominium Plat as submitted by applicant Williams Bay Property Company, LLC, conditioned upon addressing any comments of the Village Zoning Administrator relating to said document, to the satisfaction of the Village board, is hereby approved.

Approved by the Village Board of the Village of Williams Bay this _____ day of February, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest:

By: _____
Tina Kolls, Clerk

Date Passed: _____

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF
THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP
1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE
OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER/SUBDIVIDER:
TOPOGRAPHY PROPERTY
HOLDINGS, LLC
444 West Lake St. - Ste. 3450
Chicago, IL 60606

SURVEYOR:
RITCHIE P. WENZEL
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
Phone: (262) 402-5040
Email: rwenzel@lynch-engineering.com
Job #24.0005 - 4 LOT CSM

SURVEYOR'S CERTIFICATE:

I RITCHIE P. WENZEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

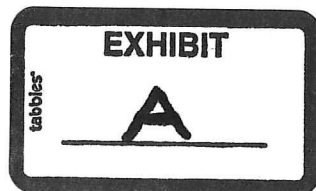
THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND BEING A LOCATED IN PART
OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF
SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN., NOW BEING BOUND
AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE () CORNER OF SAID SECTION,
TO THE POINT OF BEGINNING OF LANDS HEREINAFTER DESCRIBED;

THENCE,



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



Date: 8/15/2025
SHEET 1 OF 13

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND
THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH,
RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE CONTINUED:

THENCE,
TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE GROSS AREA OF SAID PARCEL CONTAINS {AREA} SQUARE FEET OR {AREA} ACRES OF
LAND, MORE OR LESS.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF {LAND
OWNER}, OWNER OF SAID LAND. THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL
EXTERIOR BOUNDARIES OF LAND SURVEYED AND LAND DIVISION MADE THEREOF. THAT I
HAVE FULLY COMPLIED WITH THE PROVISION OF SECTION 236.34 OF THE WISCONSIN
STATUTES AND THE PLATTING ORDINANCE OF THE VILLAGE OF WILLIAMS BAY IN SURVEYING,
DIVIDING AND MAPPING SAME.

DATED THIS _____ DAY OF _____, 20_____.

RITCHIE P. WENZEL, PLS
PROFESSIONAL LAND SURVEYOR S-4027



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



Date: 8/15/2025
SHEET 2 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

West 1/4 Corner
Section 1-1-16
N. 212,789.83
E. 2,356,210.75
Found Limestone
Monument w/ cap

INITIAL Tax Key Nos. WWUP 00011, WGT
00009, WA499800002

W GENEVA STREET

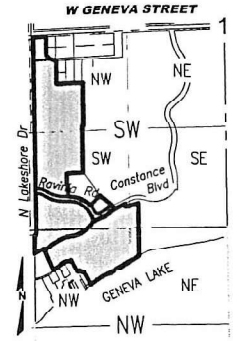
THIS CERTIFIED SURVEY MAP IS TO
REMAIN PRELIMINARY AND IS
DEPENDANT ON SEVERAL PENDING
RIGHT OF WAY VACATIONS.

WEST LINE OF THE NORTHWEST 1/4 OF SECTION 12-1-12
N 73° 02' 27" W 2651.80'

N. LAKE SHORE DRIVE

LOT 1
1,104,626 SqFt
25.36 ACRES

Table of Details:
SHEET 4 - LOT 1
SHEET 5 - LOT 2
SHEET 6 - LOT 3
SHEET 7 - LOT 4
SHEET 8 - RAVINIA ROAD
SHEET 9 - ACCESS EASEMENT
ALONG VACATED CONSTANCE
SHEET 10 - UTILITY & ACCESS
EASEMENTS
SHEET 11 - SURVEYOR'S NOTES
LINE & CURVE TABLES
SHEET 12 - OWNER'S CERTIFICATE
SHEET 13 - APPROVALS SHEET



VICINITY MAP
SW 1/4 Section 1-1-16
N 1/2 NW 1/4 Section 12-1-16
SCALE: 1" = 2000'

Lot 1
CSM #5185

LOT 3
38,686 SqFt
0.89 ACRES

Lot 1
CSM #4938

LOT 2
405,929 SqFt
9.32 ACRES

N 88° 39' 52" E 2640.83'

SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 1-1-12

NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 12-1-12

LOT 4
790,946 SqFt
18.16 ACRES

Lot 1
CSM #4226

PRELIMINARY
SIGNED
DATE

0' 400'
SCALE: 1" = 400'

South 1/4 Corner
Section 1-1-16
N. 210,199.94
E. 2,358,876.35

Southwest Corner
Section 1-1-16
N. 210,138.38
E. 2,356,236.23



LYNCH & ASSOCIATES
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5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Notes:
Per the National Flood Insurance Program, Flood Insurance Rate Map No. 55127C0308D, Effective Date October 2nd 2009 reports the Flood Zone as AE with Flood Elevation to be 865.
APPROXIMATE ORDINARY HIGH WATER MARK - FOR REFERENCE ONLY PER STATE STATUTE 236.025

ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

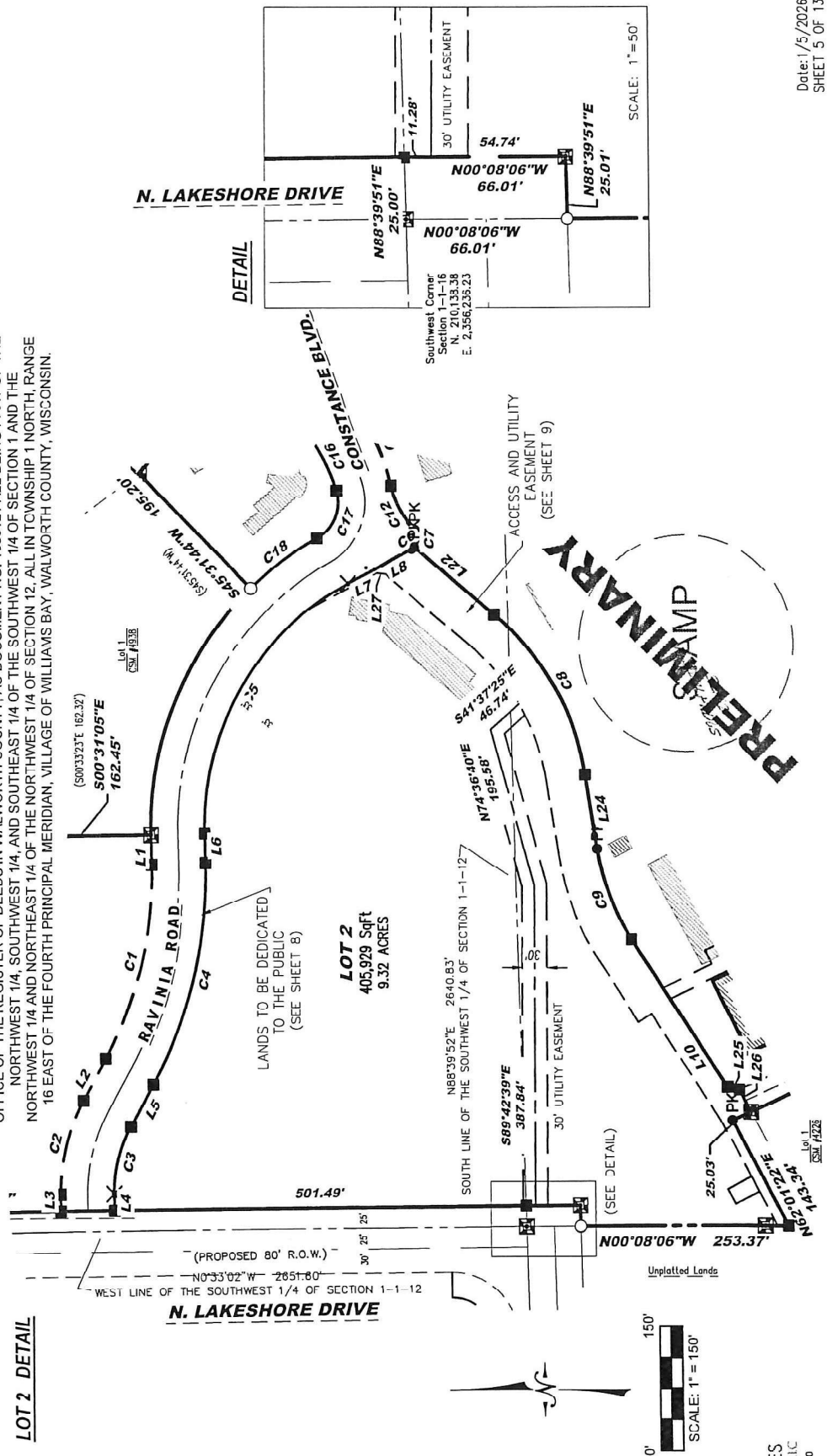
Date: 1/5/2026
SHEET 3 OF 13

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



Date: 1/5/2026
SHEET 4 OF 13

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



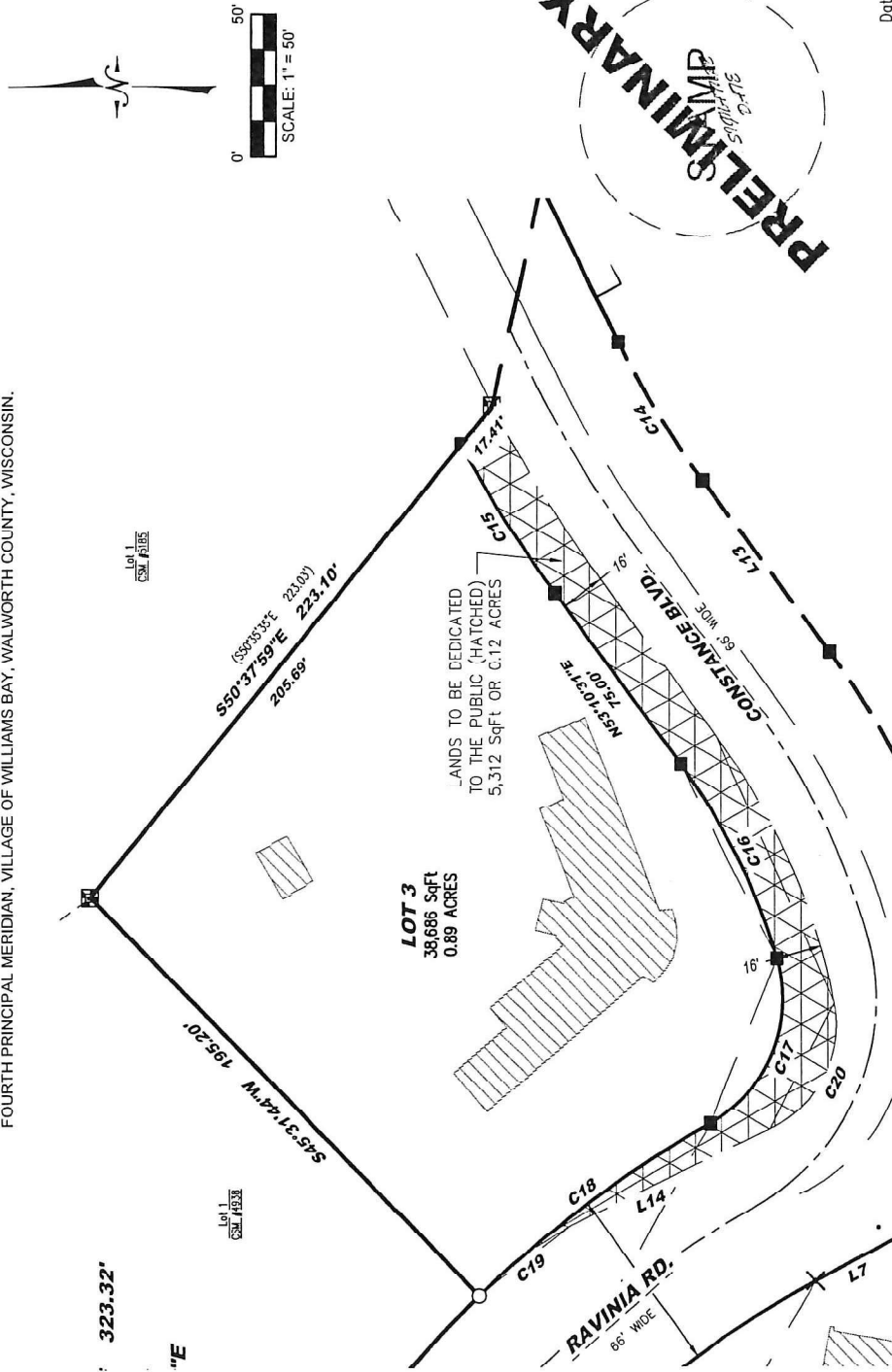
LYNCH & ASSOCIATES
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NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Date: 1/5/2026
SHEET 5 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LOT 3 DETAIL



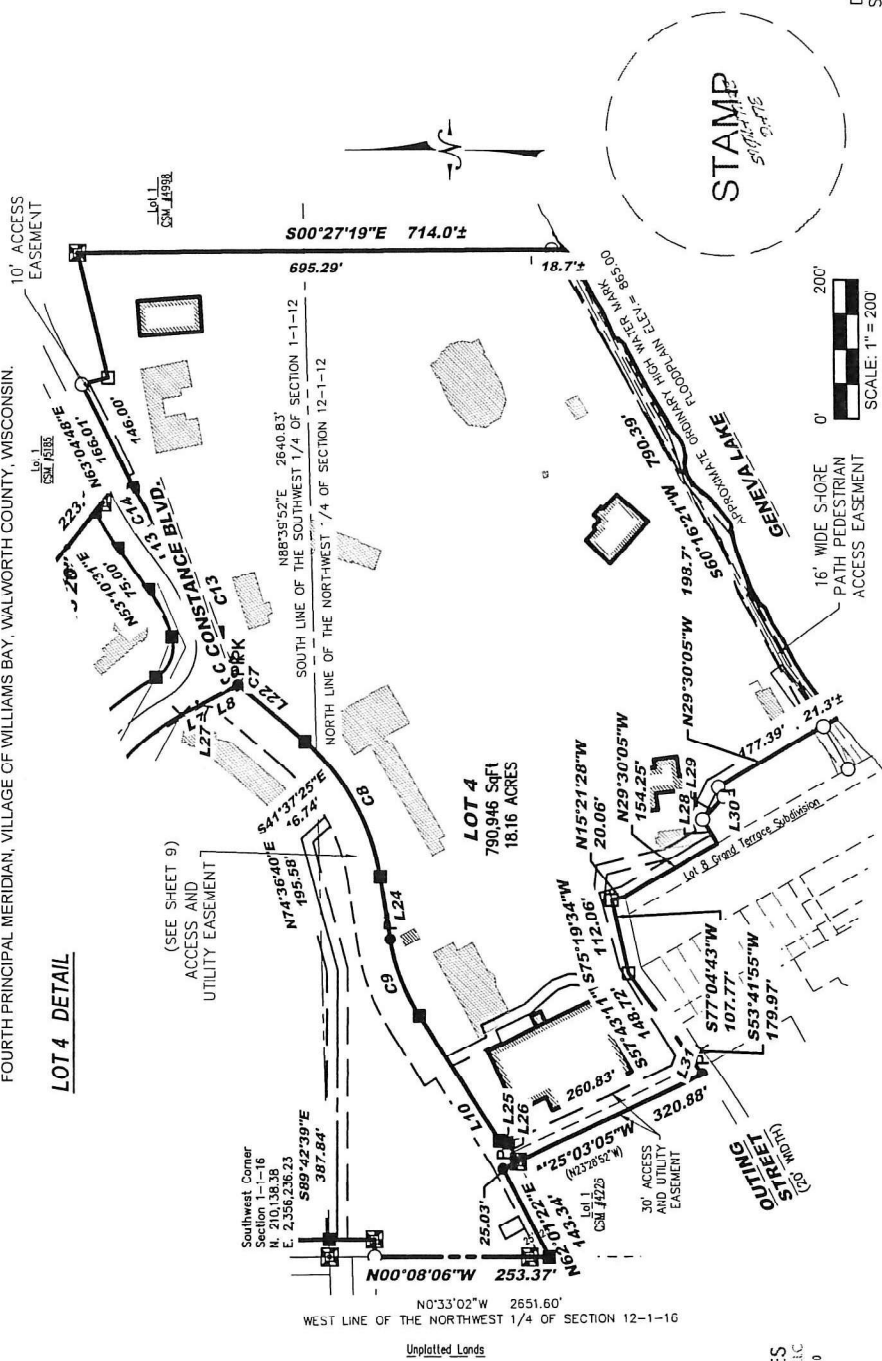
LYNCH & ASSOCIATES
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5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Date: 1/5/2026
SHEET 6 OF 13

CERTIFIED SURVEY MAP NO.

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4988, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF SECTION 12-1-12 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LOT 4 DETAIL

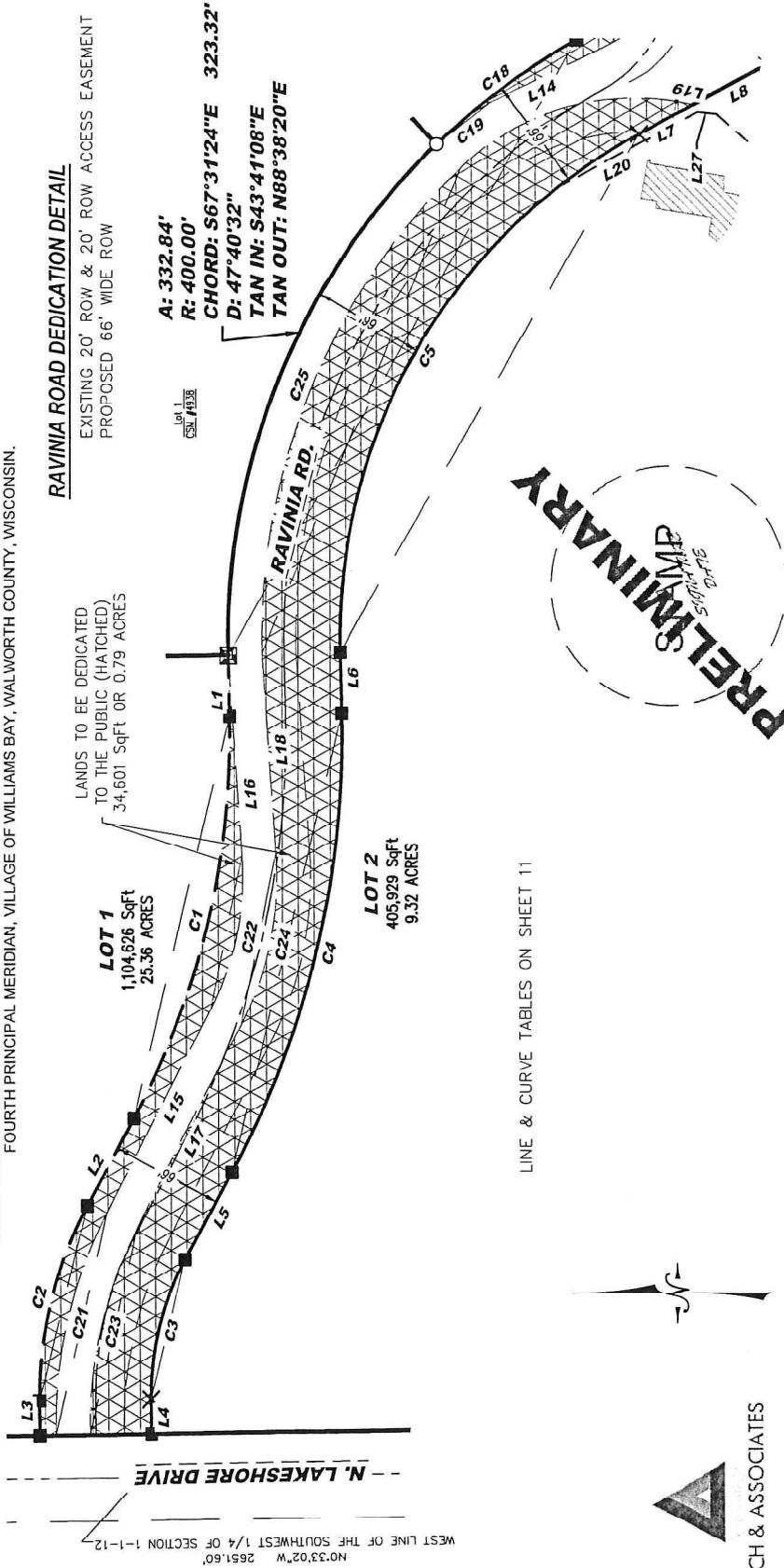


Date: 1/5/2026
SHEET 7 OF 13

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEWBERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



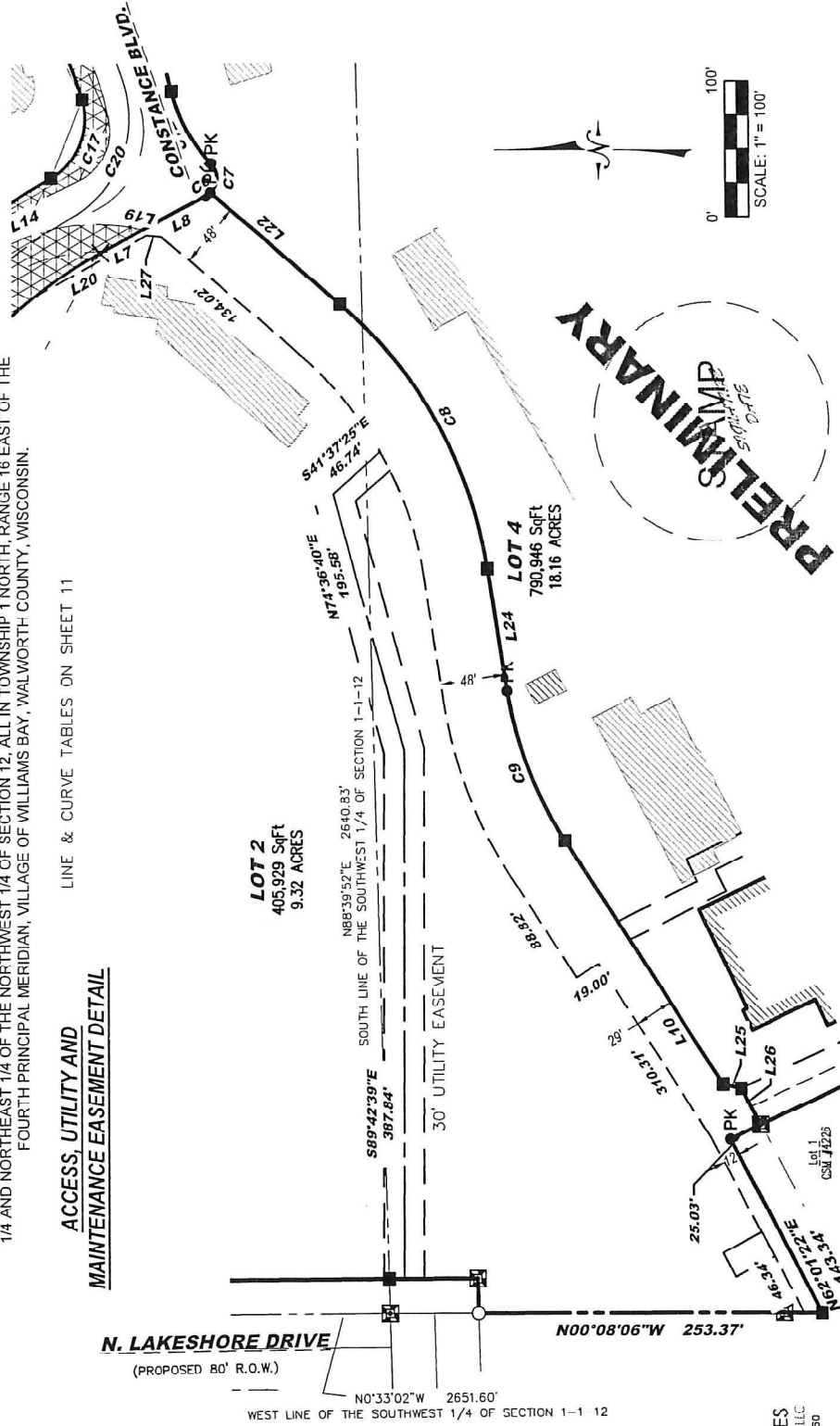
Date: 1/5/2026
SHEET 8 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1C53121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LINE & CURVE TABLES ON SHEET 11

ACCESS, UTILITY AND MAINTENANCE EASEMENT DETAIL



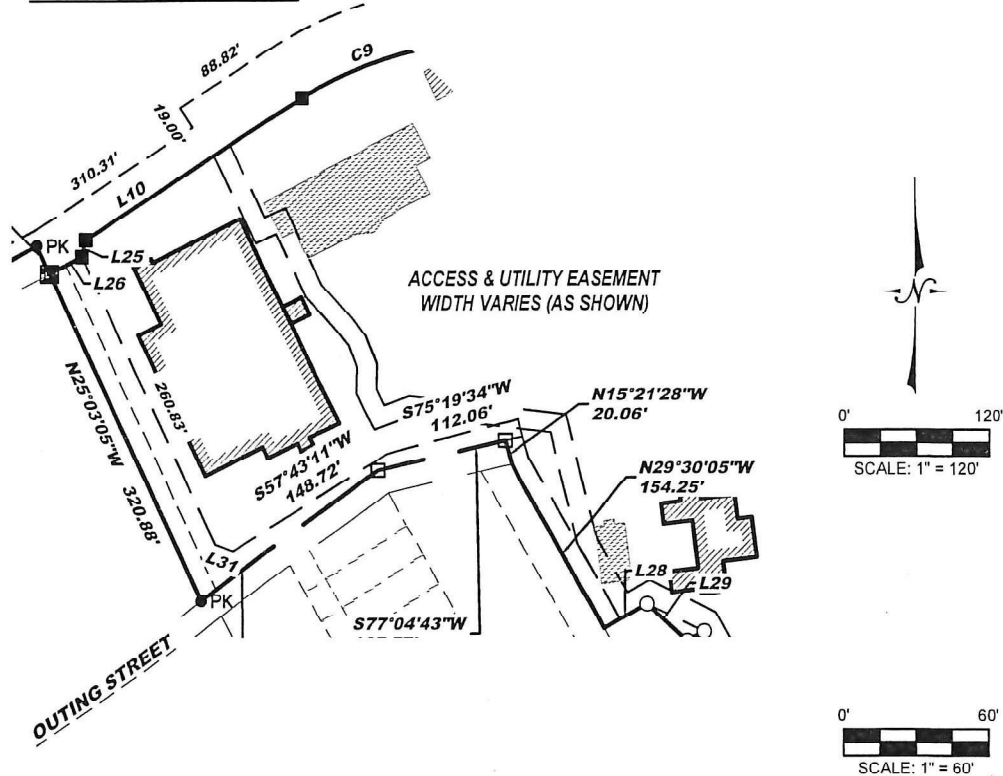
Date: 1/5/2026
SHEET 9 OF 13

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

CERTIFIED SURVEY MAP NO. _____

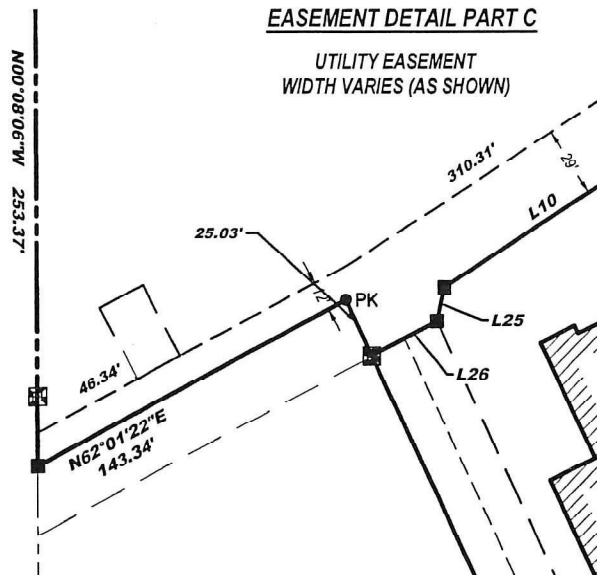
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EASEMENT DETAIL PART A



EASEMENT DETAIL PART C

UTILITY EASEMENT
WIDTH VARIES (AS SHOWN)



PRELIMINARY
SIGNED
DATE



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Date: 1/5/2026
SHEET 10 OF 13

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

CURVE TABLE

C1	118.11'	233.00'	N75° 53' 24"W	116.85'	029° 02' 38"	N61° 22' 05"W	S89° 35' 17"W
C2	244.37'	467.00'	S76° 21' 32"E	241.69'	029° 59' 53"	S61° 22' 05"E	N88° 39' 02"E
C4	332.82'	400.00'	N67° 30' 16"W	323.30'	047° 40' 22"	N43° 40' 05"W	S88° 39' 33"W
C5	40.86'	100.00'	N37° 19' 37"W	40.57'	023° 24' 32"	N25° 37' 21"W	N49° 01' 53"W
C6	53.69'	40.00'	S62° 47' 58"E	49.75'	076° 54' 09"	S24° 20' 53"E	N78° 44' 58"E
C7	102.66'	230.00'	N65° 57' 44"E	101.81'	025° 34' 27"	N78° 44' 58"E	N53° 10' 31"E
C8	84.65'	167.00'	N75° 53' 24"W	83.75'	029° 02' 38"	N61° 22' 05"W	S89° 35' 17"W
C9	278.91'	533.00'	S76° 21' 32"E	275.73'	029° 59' 53"	S61° 22' 05"E	N88° 39' 02"E
C10	369.12'	334.00'	N59° 41' 23"W	350.62'	063° 19' 11"	N28° 01' 47"W	S88° 39' 02"W
C11	3.93'	15.00'	S35° 32' 24"E	3.92'	015° 01' 13"	S28° 01' 47"E	S43° 03' 00"E
C12	228.23'	317.00'	N60° 33' 50"E	223.33'	041° 15' 02"	N81° 11' 21"E	N39° 56' 19"E
C13	118.59'	283.00'	S69° 11' 04"W	117.72'	024° 00' 33"	S81° 11' 21"W	S57° 10' 48"W
C14	14.35'	10.00'	S16° 03' 51"W	13.15'	062° 13' 53"	S57° 10' 48"W	S25° 03' 05"E
C15	124.79'	247.17'	N76° 51' 54"W	123.47'	028° 55' 36"	N62° 24' 06"W	S88° 40' 18"W
C16	104.30'	186.40'	S78° 24' 06"E	102.94'	032° 03' 34"	S62° 22' 19"E	N85° 34' 07"E
C17	315.97'	380.00'	N67° 27' 30"W	306.94'	047° 38' 28"	N43° 38' 15"W	S88° 43' 16"W
C18	138.27'	148.11'	N16° 53' 32"W	133.31'	053° 29' 27"	N09° 51' 11"E	N43° 38' 15"W
C19	134.89'	267.17'	N76° 51' 54"W	133.46'	028° 55' 36"	N62° 24' 06"W	S88° 40' 18"W
C20	92.93'	166.40'	S78° 25' 56"E	91.73'	031° 59' 54"	S62° 25' 59"E	N85° 34' 07"E
C21	11.86'	10.00'	N05° 57' 16"E	11.18'	067° 58' 09"	N39° 56' 21"E	N28° 01' 48"W
C22	193.67'	269.00'	N60° 33' 50"E	189.51'	041° 15' 02"	N81° 11' 21"E	N39° 56' 19"E
C23	138.70'	331.00'	S69° 11' 04"W	137.69'	024° 00' 33"	S81° 11' 21"W	S57° 10' 48"W

PRELIMINARY
 SIGNATURE
 DATE



LYNCH & ASSOCIATES
 ENGINEERING CONSULTANTS, LLC
 5000 S. TOWNE DRIVE, SUITE 160
 NEW BERLIN, WI 53151
 440 MILWAUKEE AVENUE
 BURLINGTON, WI 53105
 (262) 402-5040

Line Table

L1	S89° 35' 17"W	20.35'
L2	N61° 22' 05"W	57.62'
L3	S88° 47' 27"W	36.02'
L4	S89° 35' 17"W	20.19'
L5	N61° 22' 05"W	57.62'
L6	N88° 39' 02"E	36.02'
L7	N28° 01' 47"W	35.98'
L8	N28° 01' 47"W	52.87'
L9	N39° 56' 19"E	127.28'
L10	N81° 11' 21"E	91.06'
L11	N57° 10' 48"E	212.96'
L12	S27° 58' 38"E	1.06'

Line Table

L13	S62° 01' 22"W	30.09'
L14	N62° 24' 06"W	132.98'
L15	S86° 03' 37"W	117.02'
L16	N62° 24' 06"W	133.17'
L17	N86° 09' 32"E	117.63'
L18	N28° 01' 47"W	94.02'
L19	N39° 56' 19"E	134.02'
L20	N81° 11' 21"E	91.06'
L21	N57° 10' 48"E	88.82'
L22	N32° 49' 12"W	19.00'
L23	N57° 10' 48"E	159.19'

Date: 8/15/2025
 SHEET 11 OF 13

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND
THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH,
RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

As owner(s), I/we hereby certify that I/we have caused the lands described on this map to be surveyed, divided, dedicated and mapped and dedicated as represented on this map. I/we also certify that this map is required by section 236.10 or 236.12 of the Wisconsin State Statutes to be submitted to the following for approval or object:

Village of Williams Bay

This _____ day of _____, 20____.

REPRESENTATIVE, Topography Property Holding, LLC

STATE OF ILLINOIS)
) SS
County of _____)

Personally came before me this _____ day of _____, 20____, the above named REPRESENTATIVE of Topography Property Holding, LLC to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Print Name _____

Notary Public, _____ County, IL.

My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE:

Old Second National Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, mortgagee of the herein described lands, does hereby consent to the surveying, dividing, mapping, and dedication as described and represented on this map, and does consent to the certificate of _____, _____ of Topography Property Holding, LLC, owner of said lands.

IN WITNESS WHEREOF, the said Old Second National Bank has caused these presents to be signed by _____, its officer(s), at _____, _____ and its corporate seal to be affixed hereon this _____ day of _____, 20____.

Signature of Officer(s) Authorized to act as Agent of Bank

STATE OF ILLINOIS)
) SS
County of _____)

Personally came before me this _____ day of _____, 20____, the above named Officer(s) of Old Second National Bank, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same as such officers as the deed of said corporation by its authority.

Print Name _____

Notary Public, _____ County, IL.

My Commission Expires: _____



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
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NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



Date: 8/15/2025
SHEET 12 OF 13

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND
THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH,
RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board:

Approved as of the day of _____, 20_____.

_____, Chairman Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

_____, Date: _____
Tina Kolls, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission:

Approved as of the day of _____, 20_____.

_____, Chairman Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

_____, Date: _____
Tina Kolls, Village Clerk



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



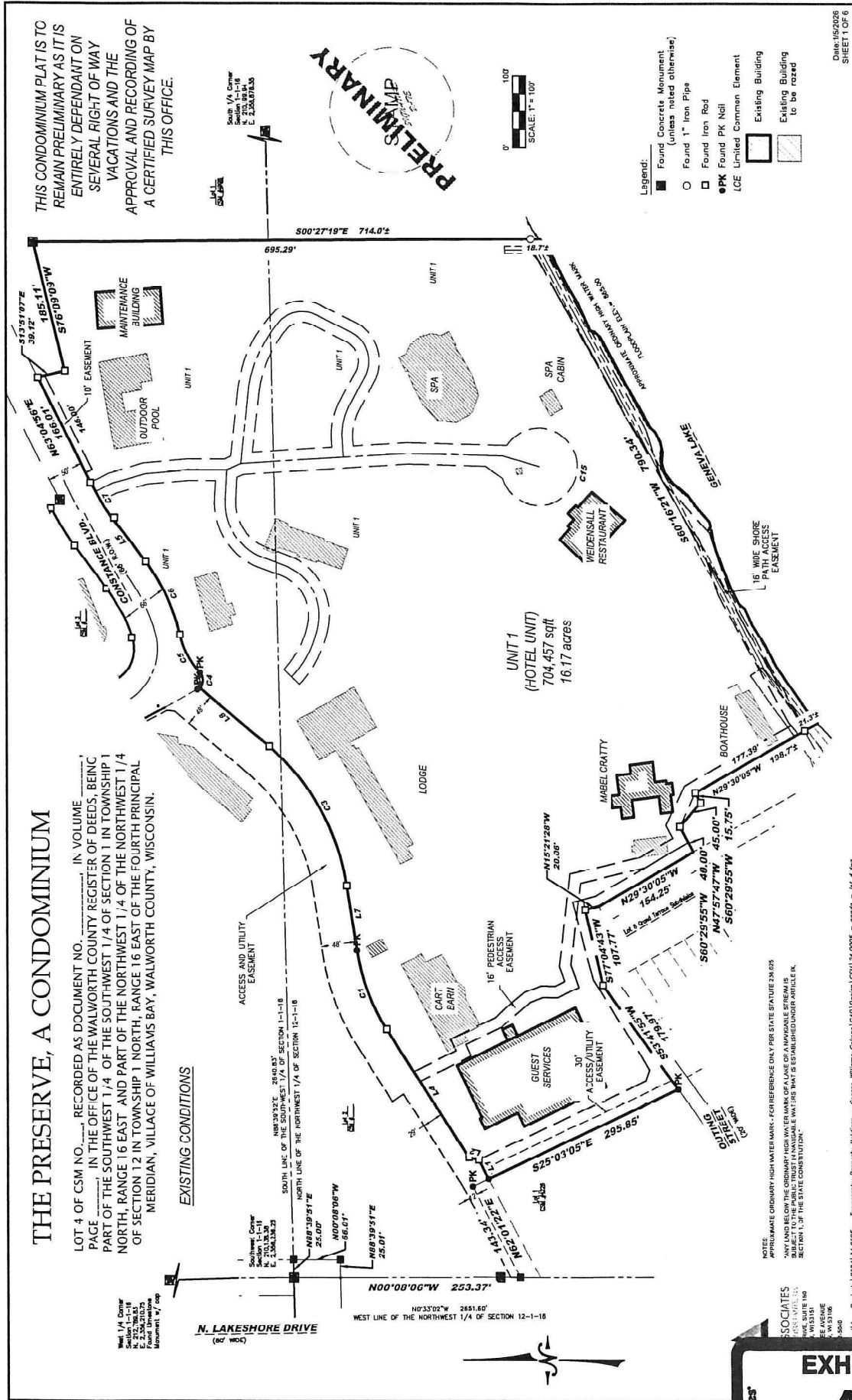
Date: 8/15/2025
SHEET 13 OF 13

THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST, AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

EXISTING CONDITIONS

THIS CONDOMINIUM PLAT IS TO REMAIN PRELIMINARY AS IT IS ENTIRELY DEPENDANT ON SEVERAL RIGHT OF WAY VACATIONS AND THE APPROVAL AND RECORDING OF A CERTIFIED SURVEY MAP BY THIS OFFICE.



EXHIBIT

A

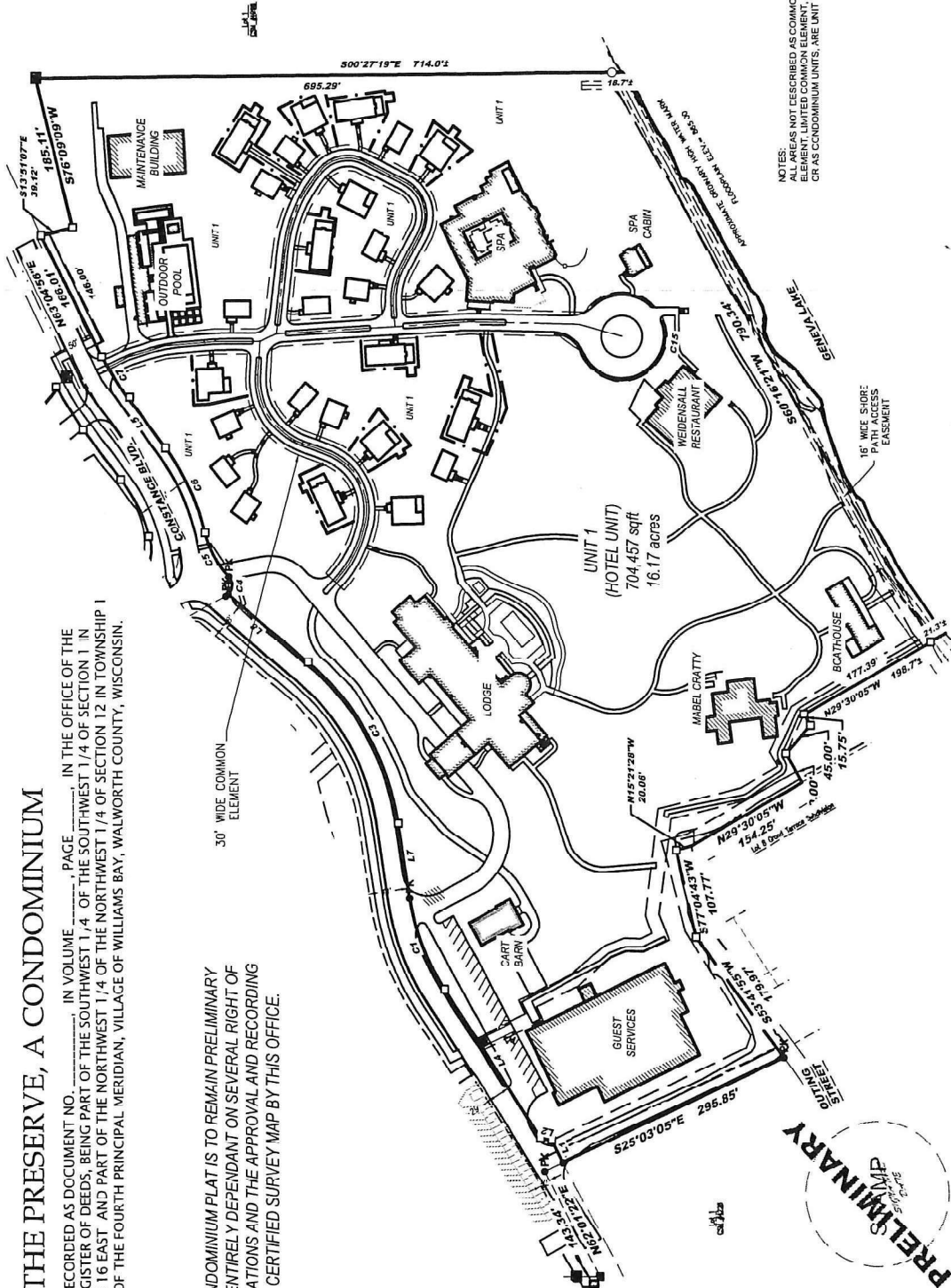
THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST, AND PART OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

THIS CONDOMINIUM PLAT IS TO REMAIN PRELIMINARY AS IT IS ENTIRELY DEPENDANT ON SEVERAL RIGHT OF WAY VACATIONS AND THE APPROVAL AND RECORDING OF A CERTIFIED SURVEY MAP BY THIS OFFICE.



0' 100'
SCALE: 1" = 100'



NOTES:
ALL AREAS NOT DESCRIBED AS COMMON ELEMENT, LIMITED COMMON ELEMENT, OR AS CONDOMINIUM UNITS, ARE UNIT 1.

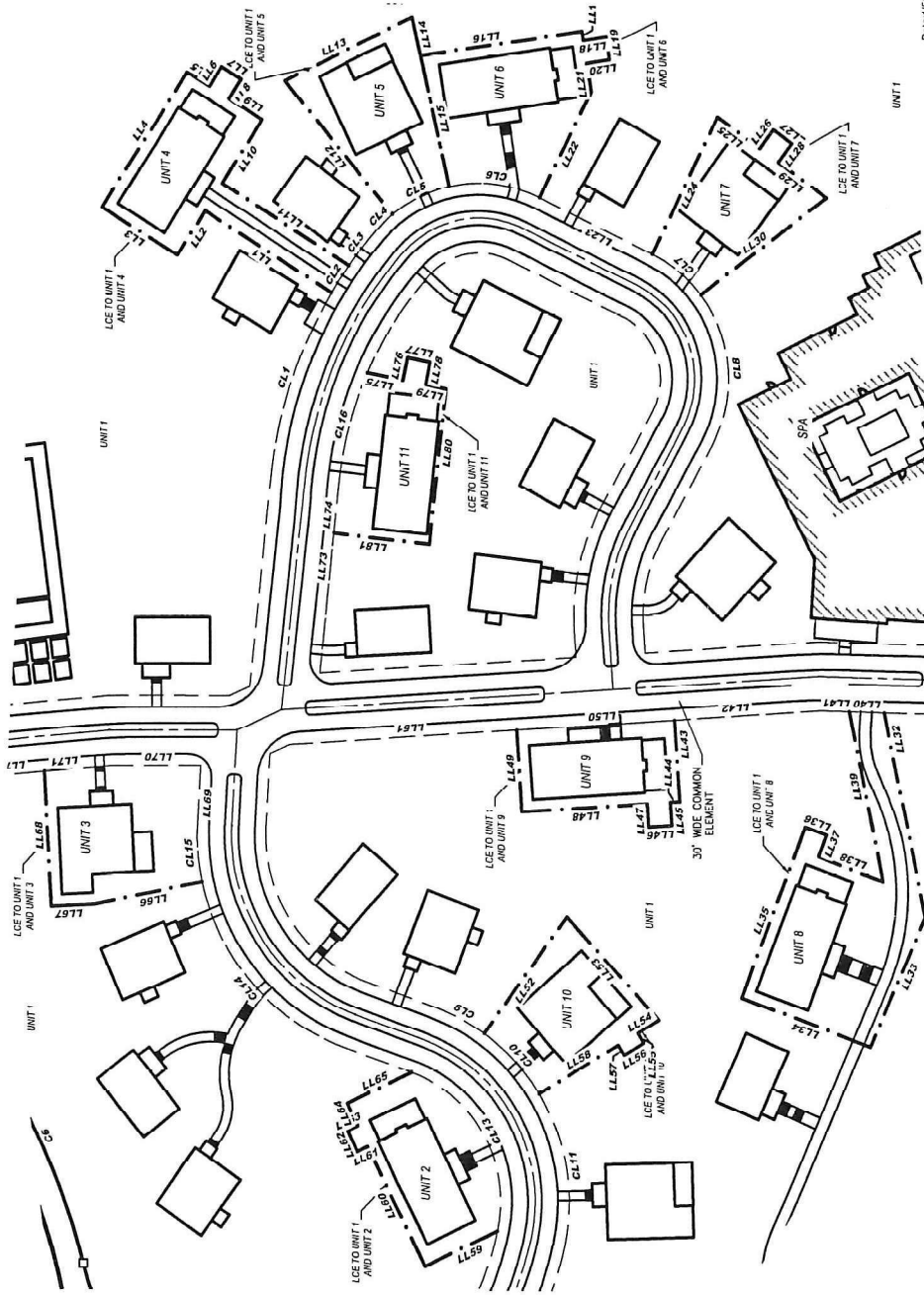
LYNCH & ASSOCIATES
REGISTERED PROFESSIONAL ENGINEERS
1000 E. KENOSHA AVENUE, SUITE 110
KILBUCK, WISCONSIN 53105
TEL: 262.333.3300
FAX: 262.333.3301
WWW.LYNCH-AND-ASSOCIATES.COM

PROJECT: 2024-12-0005 - Preliminary Property Holdings - George Williams College (CSD) Design (CSM) 24-0005 - units - lot 4 only
DATE: 12/11/2024

DATE: 1/20/2025
SHEET 2 OF 5

THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST, AND PART OF THE NORTHWEST 1/4 OF SECTION 12 N TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



Detail of Units

PRELIMINARY

SCALE: 1" = 40'

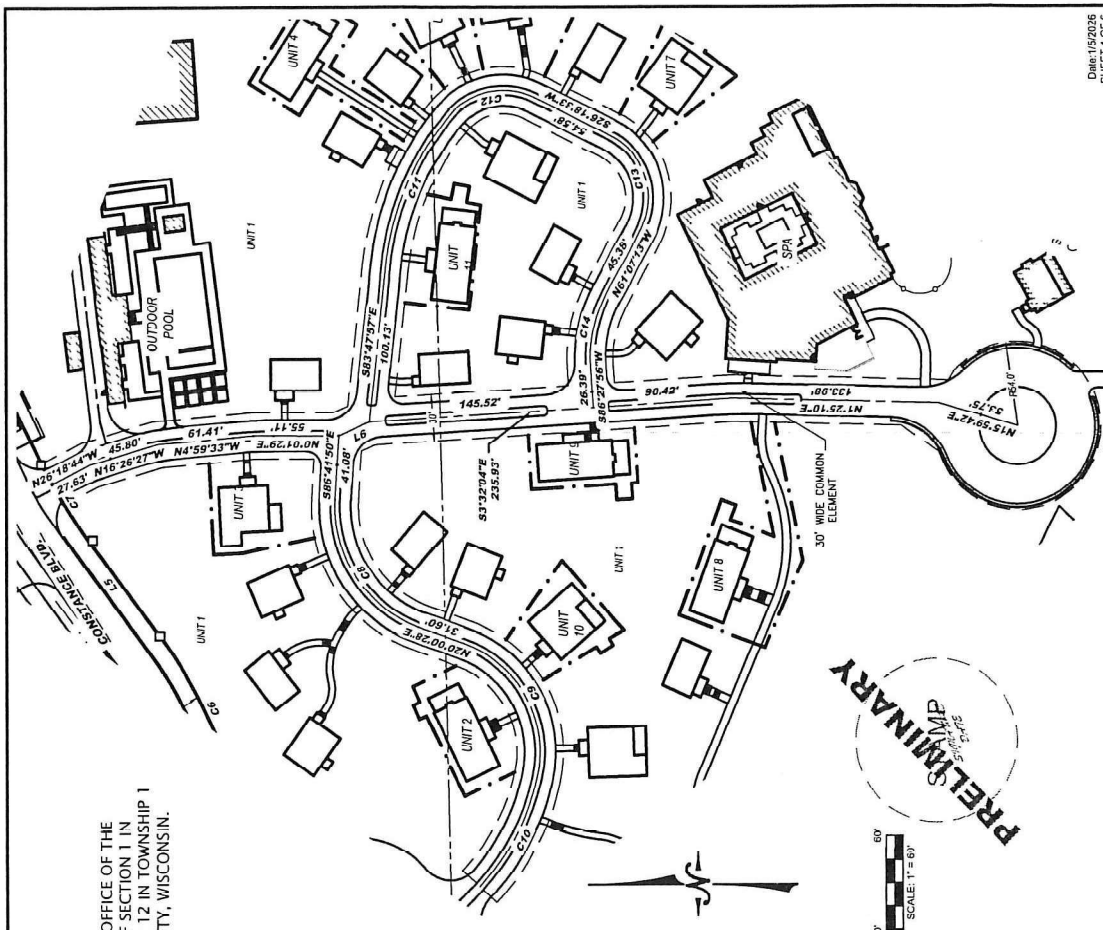
LYNCH & ASSOCIATES
1000 S. TOWNE DRIVE, SUITE 100
NEW BERLIN, WI 53151
(262) 452-2500

FILENAME: P:\Shared\1 - Projects\1204\124.0005 - Topography Property Holdings - George Williams College (CAD) Design\CSM\124.0005 - csm.dwg DATE: 10/26/2006 SHEET: 3 OF 6

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE
WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN
TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1
NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

Line Table		
Line	Bearing	Length
L1	S62°01'20"W	30.04'
L2	S131°12'25"W	13.97'
L3	S57°10'48"W	212.96'
L4	S57°10'48"W	212.96'
L5	N53°10'31"E	75.00'
L6	N24°15'06"W	21.41'
L7	S65°42'06"W	20.06'

L7	L8	CURVE TABLE					BEARING IN	BEARING OUT
		CURVE#	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA	
17	S311°12'25"	S21°25'						
C1	116.59	233.90	S89°11'40"W	117.72	024°00'2"	381°11'21"W	S5°10'56"E	
C2	224.23	317.60	N60°33'50"E	223.33	641°15'02"	601°11'21"E	N3°50'56"E	
C3	224.23	317.60	N60°33'50"E	223.33	641°15'02"	601°11'21"E	N3°50'56"E	
C4	237.1	15.00	S89°20'22"E	21.32	090°24'0"	040°23'00"E	N4°12'21"W	
C5	61.26	117.60	S81°2'12"W	68.86	029°58'2"	374°23'00"W	S4°5'22'16"W	
C6	113.35	280.00	N64°46'20"E	112.57	023°11'32"	N76°22'05"E	N45°10'31"E	
C7	51.06	310.00	S59°07'44"W	55.98	069°24'22"	S63°16'55"W	S51°10'31"W	
C8	101.90	42.00	N65°33'19"E	97.89	023°17'42"	N69°07'28"E	S38°41'50"E	
C9	100.65	71.60	N61°12'44"E	97.81	082°43'51"	S71°18'41"E	N62°00'59"E	
C10	80.14	150.00	S61°18'24"E	79.19	030°20'32"	S44°04'07"E	S77°16'42"E	



LYNCH & ASSOCIATES
5000 S. TOWNE DRIVE, SUITE 180
NEW BERLIN, WI 53151
440 MELVAUPEE AVENUE
BURLINGTON, WI 53105

Date: 1/5/2026
SHEET 4 OF 6

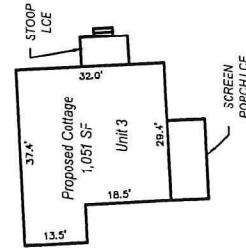
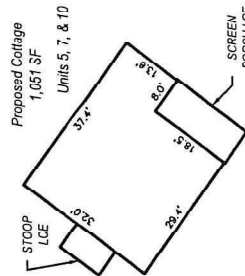
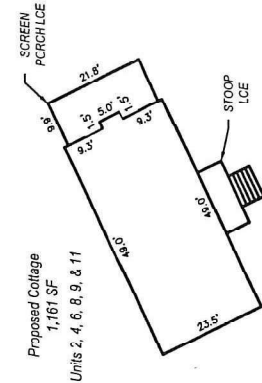
(257) 422-5040

FILENAME: P:\Shared\1 - Projects\2024\24.0005 - Topography Property Holdings - George Williams College\CAD\Design\CSM\24.0005 - condo - lot 4.dwg

THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST, AND PART OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

UNITS AS PROPOSED



LYNCH & ASSOCIATES
ARCHITECTS
5000 S. TOWN DRIVE, SUITE 100
NEW BEAUP, WI 53151
(262) 403-2940

PRELIMINARY

DATA 1/8/2026
SHEET 5 OF 6

CURVE TABLE

CURVE #	LENGTH	RADIUS	C-ORD BEARING	CHORD LENGTH	DELTA	BEARING IN	BEARING OUT
CL1	81.02'	191.00'	N7°11'42"W	81.35'	126°11'26"	N68°55'17"W	N65°4'57"W
CL2	14.01'	191.00'	N56°29'29"W	14.00'	104°11'05"	N54°22'26"W	N51°31'17"W
CL3	13.50'	191.00'	N5°27'54"W	13.50'	105°51'04"	N48°22'22"W	N45°21'20"W
CL4	17.4'	60.00'	N47°55'16"W	97.3'	109°11'10"	N39°14'13"W	N41°32'27"W
CL5	27.98'	60.00'	N35°15'16"W	27.74'	108°41'33"	N12°50'20"W	N37°11'13"W
CL6	40.65'	60.00'	N05°54'00"E	36.87'	108°41'33"	N06°16'33"E	N13°30'20"W
CL7	27.88'	60.00'	N20°37'33"E	27.64'	108°31'05"	N32°56'38"E	N25°11'33"E
CL8	40.65'	60.00'	N05°54'40"E	63.30'	105°51'04"	N47°10'13"E	N51°31'38"E
CL9	21.50'	89.00'	N27°53'37"E	24.42'	115°45'18"	N35°46'41"E	N20°00'23"E
CL10	35.57'	89.00'	N47°13'37"E	35.37'	102°51'57"	N31°40'38"E	N35°44'17"E
CL11	64.4'	89.00'	N69°42'23"E	62.78'	104°09'16"	S77°15'46"E	N35°46'38"E
CL12	71.12'	135.00'	S61°58'24"E	71.27'	100°31'35"	S45°40'07"E	S77°16'42"E
CL13	85.20'	59.00'	N07°22'30"E	71.88'	102°41'51"	S77°15'33"E	N30°06'38"E
CL14	98.74'	97.00'	S41°10'00"W	94.53'	108°11'21"	S18°19'49"W	S20°06'29"W
CL15	21.38'	97.00'	S06°40'00"W	21.28'	114°31'21"	N06°41'50"W	S71°18'49"W
CL16	40.54'	161.00'	N71°59'03"W	41.34'	117°21'47"	N08°10'10"W	N67°4'57"W

Line	Bearing	Length
LL61	N25°44'53"W	5.00'
LL62	N64°25'10"E	10.00'
LL63	S25°34'50"E	5.00'
LL64	N64°25'10"E	10.72'
LL65	S25°34'50"E	31.27'
LL66	N11°01'11"W	47.53'
LL67	N22°39'44"W	18.80'
LL68	N87°30'16"E	56.39'
LL69	N86°41'53"W	25.20'
LL70	S00°01'29"W	38.57'
LL71	S94°59'33"E	29.33'
LL72	S94°59'33"E	29.92'
LL73	S83°47'57"E	60.64'
LL74	S83°47'57"E	21.69'
LL75	S11°20'13"W	15.81'
LL76	S78°29'47"E	10.00'
LL77	S11°20'13"W	10.00'
LL78	N78°29'47"W	10.00'
LL79	S11°20'13"W	9.21'
LL80	N83°32'33"W	67.41'
LL81	N06°27'30"E	42.12'

Line	Bearing	Length
LL31	S31°25'10"W	81.91'
LL32	S78°49'49"W	90.06'
LL33	N36°30'47"W	60.99'
LL34	N20°37'57"E	59.61'
LL35	S59°22'03"E	76.94'
LL36	S20°37'57"W	10.00'
LL37	N89°22'03"W	10.00'
LL38	S20°37'57"W	30.02'
LL39	N78°49'49"E	74.67'
LL40	S01°25'10"W	15.37'
LL41	S01°25'10"W	12.40'
LL42	S03°32'04"E	63.92'
LL43	S86°27'55"W	35.21'
LL44	N33°32'05"W	4.24'
LL45	S86°27'55"W	10.00'
LL46	N33°32'05"W	10.00'
LL47	N86°27'55"E	10.00'
LL48	N33°32'05"W	54.70'
LL49	N86°27'55"E	35.21'
LL50	S03°32'04"E	66.94'
LL51	S03°32'04"E	99.69'
LL52	N54°13'19"W	62.30'
LL53	N48°23'58"E	59.83'
LL54	S31°19'21"E	10.67'
LL55	N68°40'39"E	5.00'
LL56	S31°19'21"E	10.00'
LL57	S58°40'39"W	5.00'
LL58	S31°19'21"E	40.38'
LL59	N25°34'53"W	35.41'
LL60	N64°25'10"E	57.15'

Line	Bearing	Length
LL1	N32°26'46"E	65.92'
LL2	N57°33'13"W	22.50'
LL3	N32°26'47"E	38.46'
LL4	S57°33'13"E	68.94'
LL5	S32°26'47"W	11.58'
LL6	S57°33'13"E	10.30'
LL7	S32°26'47"W	10.30'
LL8	N57°33'13"W	10.30'
LL9	S32°26'47"W	17.37'
LL10	N57°33'13"W	32.44'
LL11	S32°26'47"W	65.88'
LL12	N50°45'47"E	74.47'
LL13	S25°56'19"E	62.20'
LL14	S77°29'40"W	16.92'
LL15	S77°29'40"W	57.77'
LL16	S08°27'5"E	71.55'
LL17	S81°32'05"W	3.77'
LL18	S08°27'5"E	10.30'
LL19	S81°32'05"W	10.30'
LL20	N08°27'5"W	10.30'
LL21	S81°32'05"W	12.47'
LL22	N63°41'27"W	51.37'
LL23	N26°18'33"E	54.59'
LL24	N63°41'27"W	65.69'
LL25	N36°26'35"E	22.77'
LL26	N53°33'25"W	10.00'
LL27	N36°26'35"E	10.00'
LL28	S53°33'25"E	10.00'
LL29	N36°26'35"E	26.00'
LL30	S37°03'22"E	69.04'

THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE
WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTH-WEST 1/4 OF SECTION 1 IN
TOWNSHIP 1 NORTH, RANGE 16 EAST, AND PART OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1
NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LEGAL DESCRIPTION:

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTH-WEST
1/4 OF THE SOUTH-WEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF
VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION,
AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4988, RECORDED ON DECEMBER 20TH, 2011 IN THE
OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121, ALL BEING
PART OF THE NORTHWEST 1/4, SOUTH-WEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTH-WEST 1/4 OF
SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12,
ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF
WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, RITCHIE P. WIENZEL, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE
WITH THE PROVISIONS OF CHAPTER 103 OF THE WISCONSIN STATUTES, I HAVE SURVEYED AND
MADE A CORRECT AND ACCURATE PLAT OF THE LAND AND PLATS DESCRIBED HEREIN, AND OF
THE PRESERVE, A CONDOMINIUM, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE
COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES
NO CERTIFICATION AS TO THE ACCURACY OF THE FLOOR PLANS OF THE CONDOMINIUM BUILDINGS
AND UNITS CONTAINED IN THE PLAT AND APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

DATED THIS ____ DAY OF _____, 2026.

RITCHIE P. WIENZEL
PROFESSIONAL LAND SURVEYOR S-4027



LYNCH & ASSOCIATES
SURVEYORS & ENGINEERS
1000 S. TOWNE DRIVE, SUITE 100
NEW BERLIN, WI 53151
414-895-0000
(WI) 402-5048
(IL) 402-5048

Date: 1/5/2026
SHEET 6 OF 6

VILLAGE BOARD APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board:

Approver as of the day of _____, 20____.

_____, Chairman Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

Tina Kolls, Village Clerk Date: _____

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission:

Approver as of the day of _____, 20____.

_____, Chairman Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

Tina Kolls, Village Clerk Date: _____



FILENAME: P:\Drawn\11 - Projects\2024\124.0005 - Topography, Property, Holdings - George Williams College\CD\Design\124.0005 - plans - lot 4.dwg

DRAFTED BY:

Richard F. Davis, Esq.
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067

AFTER RECORDING MAIL TO:

Nicolas A. Egert, Esq.
Egert Law, S.C.
835 Geneva Parkway North, Suite 1
Lake Geneva, Wisconsin 53147

(Space Above Line for Recorder's Use)

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE PRESERVE, A CONDOMINIUM
IN
WILLIAMS BAY**

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR THE PRESERVE, A CONDOMINIUM AT WILLIAMS BAY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE, A CONDOMINIUM AT WILLIAMS BAY (this “**Declaration**”) is made as of this ____ day of January, 2026, by WILLIAMS BAY PROPERTY COMPANY, LLC, a Delaware limited liability company (the “**Declarant**”).

RECITALS

A. Declarant is the fee owner of certain real property located in the Village of Williams Bay (“**Village**”), County of Walworth, State of Wisconsin described in Article I and as more particularly described on **Exhibit B-1**, attached hereto (as subdivided, the “**Covered Property**”).

B. Declarant desires to impose restrictions on the Covered Property to preserve and protect its character as a destination resort and to comply with applicable Village land use requirements, Wisconsin Statutes, and including any other applicable laws.

C. By this Declaration, the Declarant establishes covenants, conditions, restrictions, rights, easements, liens and charges to comply with the Wisconsin Statutes and any zoning codes of the Village, which will constitute a general scheme for the management, use, occupancy and enjoyment of the Covered Property, Common Furnishings and the interests therein conveyed or reserved, and for the payment of taxes, assessments, insurance premiums and other expenses pertaining thereto for the purpose of enhancing and protecting the value, desirability and attractiveness of the Covered Property and enhancing the quality of life within the Covered Property.

D. Declarant and all persons who purchase Cottages within the Covered Property shall be Owners as defined herein.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Covered Property shall be held and conveyed subject to the following covenants, conditions, restrictions, rights, easements, liens and charges which are hereby declared in this Declaration to be for the benefit of said interests, as this Declaration may be amended from time to time, and subject to Rules and Regulations and all of which easements, covenants, conditions and restrictions and Rules and Regulations are declared to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability and enjoyment of the Covered Property, and the interest or interests therein to be conveyed or reserved. All such easements, covenants, conditions and restrictions, Rules and Regulations, and Reservation Policies and Procedures shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Owners in accordance with Wisconsin Statutes and shall be binding upon all parties having or acquiring any right or title in said interests or any part thereof conveyed, to wit, each Cottage Unit or the Hotel Unit, Common Element, Limited Common Element and shall inure to the benefit of each Owner thereof and are imposed upon said interests and every part thereof as a servitude in favor of each and every of said interests as the dominant tenement or tenements.

Article 1

SUMMARY OF THE PROJECT

Section 1.1 Section 1.1 **The Project.** Declarant owns two (2) parcels of real property on Geneva Lake in the Village of Williams Bay as described in Article II below (the “**Covered Property**”). Declarant intends to develop the parcel as a “Condominium” as defined in Wisconsin Statutes, consisting of ten (10) Cottage Units and a Hotel Unit, as further described below (the “**Project**”).

Article 2

ESTABLISHMENT OF CONDOMINIUMS

Section 2.1 Section 2.1 **Division of Property into Condominiums.** Declarant, in order to establish a plan of condominium ownership for the Covered Property, hereby divides the real property identified on the Condominium Plat attached under **Exhibit B-2**, into the following separate elements, each of which shall be included in any conveyance of a Unit:

(a) **Units.** Each of the Units is separately shown, numbered and designated on the Condominium Plat and shall be considered a separate element, except as otherwise shown or expressed in a deed, plan or declaration, regardless of settling or minor variance between boundaries shown on the Condominium Plat or in the deed or Declaration and the boundaries of the Cottage.

(b) **Common Elements.** A separate area consisting of the Common Elements of the parcels set forth on the Condominium Plat attached under **Exhibit B-2** hereto and as may be amended from time to time, which element shall be subject to the rights of Owners set forth in this Declaration, the rights of the Association set forth in this Declaration, and those easements which burden the Common Elements as more particularly set forth in Article IV of this Declaration. Each Owner may use the Common Elements only in accordance with the purposes for which they are intended and subject to the rights of other Owners in any Limited Common Elements.

(c) **Limited Common Elements.** Portions of the Common Elements which shall be for the exclusive use of a particular Owner or Owners, as such Limited Common Elements are more particularly shown on the Condominium Plat, attached as **Exhibit B-2**.

(d) **Appurtenant Easements.** A non-exclusive easement and equitable right of use, appurtenant to each Unit for ingress to, egress from, and use and enjoyment of the Common Elements excepting therefrom any Limited Common Element, which easement(s) shall be appurtenant to each Unit and which easement(s) Declarant shall grant to each purchaser of a Unit from Declarant.

Article 3

COTTAGE UNIT USE PLAN; SHARED AREAS

Section 3.1 **Cottage Unit Use Plan.** Cottage Units are zoned for limited resort use. Each Owner of a Cottage Unit may occupy its Cottage Unit for up to ninety (90) days each Use Year; however it may not occupy its Cottage Unit for more than twenty-eight (28) consecutive days. Each Cottage Unit Owner shall reserve his or her Use Periods in accordance with the Reservation Policies and Procedures. Declarant shall provide the Clerk of the Village of Williams Bay with an annual written certification as to each Cottage Unit Owner's compliance with the use restrictions of this section.

Article 4

RESERVED EASEMENTS

Section 4.1 **Nature of Easements.** Unless otherwise set forth herein, all easements reserved to Declarant herein shall be non-exclusive.

Section 4.2 **Easements Reserved to Declarant.**

(a) **Oil and Mineral Rights.** There is hereby reserved to Declarant, together with the right to grant and transfer the same, all oil, minerals, natural gas, and other hydrocarbons by whatsoever name known, geothermal resources, metalliferous or other ores, and all products derived from any of the foregoing, that may be within or under the Covered Property, and all rights associated with the foregoing, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than the Covered Property, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Covered Property and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper five hundred (500) feet of the subsurface of the Covered Property.

(b) **Water Rights.** There is hereby reserved to Declarant, together with the right to grant and transfer same, the right and power to use or utilize any and all water rights or interests in water rights no matter how acquired by Declarant, and all water rights or interests in water rights that may be within, under or on the Covered Property, whether such water rights shall be riparian, overlying, appropriative, percolating, prescriptive or contractual, provided, however, that the reservation does not reserve to, or for the benefit of Declarant, any right to enter upon a Unit in the exercise of such rights or to drill or bore for water, and install, maintain, replace or restore water wells, pumping stations, water lines, or other facilities for the extraction or the transportation of water.

(c) **Easement for Improvements.** Easements over the Covered Property for the installation and maintenance of electric, telephone, water, cable TV, gas and sanitary sewer lines and facilities, and for drainage facilities as required for the subdivision map and

Condominium Plat of the Covered Property, and as may hereafter be required or needed to service the Covered Property, or for the benefit of the owners of any real property adjoining or in the vicinity of the Covered Property, or for the construction of all Improvements to the Covered Property to be made by Declarant, are hereby reserved by Declarant for the benefit of the Declarant and the Association. Declarant and the Association each shall have the power to grant and convey to any third party such easements. Each Owner, in accepting a deed to a Unit, expressly consents to such easements and authorizes and appoints Declarant (so long as Declarant owns one or more Units) or the President of the Association, as his or her attorney-in-fact to execute any and all instruments conveying or creating such easements. The power of attorney created hereunder is coupled with an interest and shall be irrevocable, and shall be a covenant running with the land and an equitable servitude. Declarant, for itself and its successors, assigns, agents, employees, contractors, subcontractors, and other authorized personnel, further reserves, for a period of eleven (11) years following the date of issuance of a notice of completion for each Cottage, an exclusive easement in, over and through the Covered Property for the renovation, rehabilitation, remodeling, refurbishment and construction of the Covered Property and the improvements to the Common Elements of which the Covered Property is a part. The use of the easements described above in this subsection shall not unreasonably interfere with or diminish the rights of Owners, Permitted Users, or Declarant to occupy the Units, the Limited Common Elements appurtenant thereto, and the Common Elements (other than the Limited Common Elements not appurtenant to the Unit so occupied) and to use the Common Furnishings.

(d) **Easement for Sales, Resales, Customer Service and Related Purposes.**

Declarant, for itself and its successors, assigns, agents, employees, contractors, subcontractors and other authorized personnel, reserves, for a period of eleven (11) years following the Starting Date, an exclusive easement in gross in, over and through those portions of the Covered Property for: (i) marketing and selling the Cottage Units; (ii) maintaining customer relations and providing post-sales service to Owners; (iii) displaying signs and erecting, maintaining and operating, for sales and administrative purposes, model units and a customer relations, customer service and sales office complex in the Covered Property; and (iv) showing the Cottage Units; provided, however, that use of such easement shall not (1) interfere with or diminish the rights of Owners to use and occupy the Units and the Common Elements, or (2) interfere with the use and occupancy of the Units and the Common Elements by the Association as reasonably required to perform its obligations hereunder all as provided in this Declaration and the Rules and Regulations.

(d) (e) **Roads and Utilities.** Declarant hereby reserves for itself and hereby grants to each Owner, the Association and its Members (and retains for itself) a non-exclusive right for roadway, ingress, egress, access and for all utility purposes incidental thereto, over and upon all pathways or drives presently or hereafter existing within the boundaries of the Covered Property. The right hereby given to each Owner shall be appurtenant to and pass with title to each Owner's Unit. The easement hereby reserved by the Declarant shall be both in gross and appurtenant to any Unit owned at any time by Declarant, and may be conveyed by Declarant to the Owners, or any of them, of any Unit, or in any other manner convenient or necessary to complete the improvements required on the Covered Property, or shown on the Condominium Plat.

(e) (f) **Easements Reserved on Map.** There is hereby reserved to Declarant, together with the right to grant and transfer same, easements over the Covered Property dedicated for public use and accepted by the Village on a map entitled _____, as follows:

(i) areas designated for any and all public service facilities including poles, wires, conduits, gas, water, heat mains, and all appurtenances upon, or over such areas which are to be kept open and free from buildings and structures of any kind except public service structures, irrigation systems and appurtenances thereto, lawful fences and all lawful unsupported roof overhangs; and

(ii) areas designated for public storm drainage purposes which are to be kept open and free from all buildings and structures of any kind except irrigation systems and appurtenances thereto, lawful fences and all lawful unsupported roof overhangs.

The easements reserved to Declarant or granted and conveyed by Declarant pursuant to this Article shall not unreasonably interfere with the use and enjoyment by the Owners of their Units and any damage, repair or restoration necessitated by any such installation, construction or maintenance shall be completed by the holder of the easement that has entered upon the Covered Property for any such purpose within a reasonable time after the occurrence of such damage or need for restoration.

Section 4.3 Section 4.3 **Easements for the Association.**

(a) (a) **Easement for Management, Operation, Maintenance, Use and Repair.** The Association, for itself, its successors and assigns, and its and their agents, employees, contractors, subcontractors, and other authorized personnel, shall have the right and is hereby granted, for so long as the Association or its successors and assigns shall be required hereunder to manage and maintain the Covered Property, an exclusive easement in gross in, over and through the Covered Property for the management, operation, repair and maintenance of the Common Elements and the Common Furnishings; provided, however, that use of such easement shall not unreasonably interfere with or diminish the rights of Owners, Permitted Users, or Declarant to occupy the Units, the Limited Common Elements appurtenant thereto, and the Common Elements (other than the Limited Common Elements not appurtenant to the Unit so occupied) and to use the Common Furnishings.

(b) (b) **Reciprocal Easement.** Each Unit shall be benefited by a non-exclusive easement and equitable right of ingress, egress, use and enjoyment in and to and throughout the Common Elements of all other parts of the Covered Property, and the Common Elements of the Covered Property shall be burdened by a non-exclusive easement for similar purposes benefiting each of the Units in every part of the Covered Property; provided, however, that such non-exclusive easements and equitable rights shall be subordinate to, and shall not interfere with, Limited Common Element rights appurtenant to Units over the Common Elements and shall be subject to the easements described in this Declaration. Said easements are appurtenant to and shall pass with title to every Unit. Said easements are for the benefit of the Units and the Owners and their Permitted Users and such other classes of persons to whom the Board may, from time to time, and subject to the Rules and Regulations, extend the privilege of use and enjoyment of the

Common Elements and ingress and egress for all of the purposes and uses hereinabove set forth. In furtherance of the establishment of these easements, the individual grant deeds to the Units may, but shall not be required to, set forth the foregoing easement. The right of Declarant and each person set forth above to use and possess the Common Elements as set forth herein, shall be subject to and governed by the provisions of this Declaration and the other Governing Instruments. The Association shall have the authority to lease or to grant licenses or concessions with respect to all or any part of the Common Elements, subject only to the provisions of this Declaration, the Articles and By-laws; provided, however, that any charges levied against the general public for any particular facilities shall not be less than charges levied against Owners for the same use of the same facilities.

Section 4.4 Section 4.4 **Easements as Common Elements.** The easements described in this Declaration shall be granted to Owners and, when granted and conveyed, shall be appurtenant to the Units of such Owners and shall constitute Common Elements shared among the Owners.

(a) (a) **Support, Settlement and Encroachment.** There is hereby reserved to Declarant, together with the right to grant and transfer same to Owners, easements which shall be appurtenant to each Unit which is contiguous to another Unit which Unit shall be the dominant tenement and the contiguous Unit shall be the servient tenement, for:

(i) minor encroachment of walls, fences, and other Improvements constructed by Declarant or caused by engineering errors, errors in construction, reconstruction, repair, support, and accommodation of the natural settlement or shifting of any portion of the Improvements and for the maintenance thereof;

(ii) encroachment of any fence or wall constructed by Declarant or caused by engineering errors, errors in construction, reconstruction, repair, support and the accommodation of the natural settlement or shifting of any portion of the improvements and the maintenance thereof.

The rights and obligations of Owners of the dominant tenements shall not be altered in any way by said encroachments, settlement or shifting provided, however, that in no event shall an easement for encroachment be created in favor of an Owner of the dominant tenement if said encroachment occurred due to the willful misconduct of any such Owner. In the event any portion of a structure on the Covered Property is partially or totally destroyed and then repaired or rebuilt, each such Owner agrees that minor encroachments over adjoining Units resulting from repairing or rebuilding such structures shall include easements for the maintenance of said encroachments as long as they shall exist.

(b) (b) **Utilities and Cable Television.** Wherever sanitary sewer house connections, water house connections, air conditioning connections, compressors or ducts, electricity, gas, telephone and cable television lines, drainage facilities or other utility or communication facilities are installed within the Covered Property, any Owner as the owner of any property served by said connections, lines or facilities shall have the right, and there is hereby reserved to Declarant, together with the right to grant and transfer the same to any such Owner, an easement to the full extent necessary for the full use and enjoyment of such portion of such

connections which service such Owner's property, and to enter, or have utility or cable television companies enter upon any portion of the Common Elements, or upon any Unit in or upon which said connections, lines or facilities or any portion thereof lie, to repair, replace and generally maintain said connections, lines and facilities as and when the same may be necessary, provided that any damage caused by such entry shall be repaired by such Owner, utility or cable television company as promptly as possible after completion of work thereon. In addition to the preceding rights, there is hereby reserved to Declarant the right, but not the obligation, to install sub-metering within the Covered Property, and an easement to the full extent necessary for the use, maintenance, repair, and reading of such sub-meters.

Section 4.5 Section 4.5 **Easement for Access to Cottage Units.** There is hereby reserved to the Owner of the Hotel and its Permitted Users, easements for ingress and egress over the Cottage Units in the case of management, maintenance or an emergency repair.

Section 4.6 Section 4.6 **Subordination.** Except as may be otherwise provided in the grant or dedication of an easement, any easement conveyed in favor of a Public Agency shall be prior and superior to all other easements described herein, and any easement conveyed pursuant to the provisions of this Article to a utility company shall be prior and superior to all other easements described herein except any easement in favor of a Public Agency. Grantor and any grantee by acceptance of a conveyance of any easement described in this Declaration, whether or not so stated in such conveyance document, agree that such easement shall be subordinate to any such prior and superior easements and further agree to execute any document acknowledging such subordination that may be required by the holder of any such prior easement.

Article 5

GENERAL USE RIGHTS AND RESTRICTIONS

Section 5.1 Section 5.1 **Transfer of Interest.** No Owner shall sell, assign transfer, hypothecate or encumber less than all of his interest in his Unit; provided, however, that nothing herein contained shall restrict the manner in which title to a Unit may lawfully be held under Wisconsin Statutes (e.g. joint tenants, tenants-in-common, or the like). Any sale, assignment, transfer, hypothecation or encumbrance by any Owner which would have the effect of separating the Unit from an Owner's rights as a Member of the Association shall be null, void and of no effect. The transfer of any Unit shall operate to transfer to the new owner of the Unit the interest of the prior Owner in all funds in the hands of the Association even though not expressly mentioned or described in the instrument of transfer and without further instrument of transfer.

Section 5.2 Section 5.2 **Separate Security Encumbrancing.** Each Owner shall have the right to encumber all, but not less than all, of his or her interest in his or her Unit. Subject to the provisions of this Declaration, any Mortgage with respect to any Unit shall be subordinate to all of the provisions of the Governing Instruments. In the event of foreclosure, the provisions of the Governing Instruments shall be binding upon any Unit Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise. Notwithstanding any other provision of the Governing Instruments, no breach of the provisions herein contained, nor the enforcement of any lien created pursuant to the provisions hereof shall impair, defeat or render

invalidate the priority of the lien of any First Mortgage of any Owner's Unit if such First Mortgage is recorded in the Official Records and is given in good faith and for value.

Section 5.3 Section 5.3 Partition and Subordination of Tenancy-in-Common Attributes. It is intended that this Declaration shall govern all rights with respect to the use, possession, enjoyment, management and disposition of the Covered Property and the interests therein. Accordingly, all rights with respect to the use, possession, enjoyment, management or disposition of a Unit which an Owner might otherwise have as a tenant-in-common (including, but not limited to, any common law or statutory right jointly to use, possess or manage commonly owned property) are hereby unconditionally and irrevocably subordinated to this Declaration for so long as this Declaration shall remain in effect.

Except as otherwise provided in this Declaration, no Owner or other person or entity acquiring any right, lien or interest in the Covered Property shall seek or obtain, through any legal procedures, judicial partition of a Unit or the sale thereof in lieu of partition. If, however, any Unit is owned by two (2) or more persons as tenants-in-common or as joint tenants or as community property, nothing herein contained shall prohibit a judicial sale of such Unit in lieu of partition as between such co-tenants or joint tenants.

Section 5.4 Section 5.4 Protection of Interest. Except as otherwise provided in this Declaration, no Owner shall permit his or her Unit to be subject to any lien (other than the liens of current real property taxes), claim or charge, the enforcement of which may result in a sale or threatened sale of the Unit of any other Owner or any part thereof or of the Common Elements or in any interference in the use or enjoyment thereof by any other Owner. In the event of a threatened sale of the Covered Property or Unit of any Owner or any part thereof, or should the use and enjoyment of any portion thereof by any Owner be threatened by reason of any lien, claim or charge against the Unit of any other Owner (the "**Owner in Violation**"), or should proceedings be instituted to effect any such sale or interference, any Owner (the "**Curing Owner**") acting on his own behalf or through the Association or the Association acting on behalf of any one or more Owners (if promptly indemnified to his or its satisfaction) may, but shall not be required to, pay or compromise the lien, claim or charge without inquiry into the proper amount or validity thereof and, in such event, the Owner in Violation shall forthwith pay the amount so paid or expended to the Curing Owner or the Association, whosoever shall have paid or compromised the lien, claim or charge, together with such reasonable attorneys' fees and related costs as he or it may have incurred. No Owner shall permit his or her interest in any funds from time to time in possession of the Association to be subjected to any attachment, lien, claim or charge or other legal process, and each Owner shall promptly restore any funds held by the Association with respect to his or her Unit to the extent depleted by the reason of the assertion of any such attachment, lien, claim, charge or other legal process and shall reimburse the Association for all reasonable attorneys' fees or other costs incurred in respect thereof.

Section 5.5 Section 5.5 Vehicles. No automobile, mobile home, trailer of any kind, truck, camper, recreational vehicle, motorcycle or boat shall be stored, kept, maintained, placed, constructed, remodeled, reconstructed or repaired on any portion of the Covered Property in such a manner as will be visible from the Hotel or Common Elements, except with respect to any parking areas

which may be designated by the Declarant or the owner of the Parking Area or as otherwise authorized by Declarant or the Board in their sole discretion.

Section 5.6 Section 5.6 Outside Storage. No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes including beachwear and towels on the rails, balconies or patios or other outside areas, nor shall any patio or other outside area be used for storage purposes.

Section 5.7 Section 5.7 Parking. The parking and operation of vehicles upon any portion of the Parking Area shall be subject to specific Rules and Regulations. Cottage Unit Owners may have the right to park in an unreserved, non-exclusive manner in parking area(s), which may be designated by the Hotel or Declarant (as the case may be). The owner of the parking area(s), in its sole discretion, may choose an alternate location for parking spaces provided to each Owner, at any time, or from time to time.

Section 5.8 Section 5.8 Pests. An Owner shall not permit anything or condition to exist upon any portion of the Covered Property which shall induce, breed or harbor infectious plant diseases or noxious insects or vermin. An Owner may not independently contract or engage a professional pest control service. Instead, the Owner must contact the Association within a reasonable time to report any pests. The Association will then engage a professional pest control service to remedy any such pest problem and charge each Owner accordingly.

Section 5.9 Section 5.9 Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Covered Property except (1) such signs as may be used by Declarant or its sales agents in connection with the development of the Covered Property and rental and sale of the Units or Hotel, (2) directional signage approved by the Declarant; and (3) signs approved by the Declarant or Association, as applicable, that are in conformance with the requirements of Wisconsin Statutes.

Section 5.10 Section 5.10 Nuisance. No noxious or offensive trade or activity shall be permitted upon any part of the Covered Property, nor shall anything be done thereon which shall in any way interfere with the quiet use and enjoyment of each Owner's respective Unit, or which shall in any way increase the rate of insurance on any other Unit or the Covered Property except as otherwise provided herein.

Section 5.11 Section 5.11 Sales Events and Model Tours. Declarant may hold sales events, receptions and tours of Units and the Common Elements.

Section 5.12 Section 5.12 Animals. No livestock, reptiles, poultry or other animals of any kind shall be raised, bred or kept upon the Covered Property, except that dogs, cats or other household pets may be kept in the Units, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers or in violation of any law, ordinance or regulation of any applicable Public Agency. "Unreasonable numbers" and other limitations (size, weight, type of pet) may be further limited by the Bylaws or Rules and Regulations. Notwithstanding the foregoing, no animals may be kept in the Units which result in any annoyance or are obnoxious to

residents in the vicinity. All animals permitted to be kept by this Section shall be kept on a leash when on any portion of the Covered Property except when confined within a Unit.

Section 5.13 Section 5.13 **Unightly Items.** All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Units and shall not be allowed to accumulate thereon. All clotheslines (or the hanging of clothing, towels, linens, blankets, or similar items on rails and walls, etc.), refuse containers, trash cans, woodpiles, storage areas, machinery and equipment shall be prohibited in or upon any Unit unless obscured from view of adjoining Units, Hotel and/or any other portion of the Covered Property.

Section 5.14 Section 5.14 **Antennae; Satellite Dish.** No video or television antennae shall be erected, constructed, placed or permitted to remain on the Covered Property unless they are (i) contained within a Limited Common Element or a building or underground conduits, and (ii) completely obscured from view from any portion of the Covered Property or Hotel, or (iii) screened from view by an appropriate screen that has been approved in writing by the Declarant or Association, as applicable.

Section 5.15 Section 5.15 **Other Roof Structures.** Except as set forth above, no other appliances or installations on exterior roofs of structures including, without limitation, roof-top turbine ventilators, shall be permitted unless they are approved by the Declarant or Association, or are installed in such a manner that they are not visible from any Hotel Limited Common Element or any other portion of the Covered Property.

Section 5.16 Section 5.16 **Drainage.** An easement is granted herein for drainage of water from Cottage Units, into areas designated by Declarant. A Cottage Unit Owner shall not alter the drainage of water which exists pursuant to the drainage plan originally created at the time of the initial sale of his or her Cottage Unit by Declarant unless an easement is granted for such purpose.

Section 5.17 Section 5.17 **Window Covers.** Only curtains, drapes, shutters or blinds as permitted by the Declarant or Association, may be installed as window covers. No window shall be covered with aluminum foil, reflective film, newspapers or other material not designed for use as a window cover.

Section 5.18 Section 5.18 **Offensive Activity.** No noxious or offensive activity or conduct shall be carried on by any Owner or Permitted User within any portion of the Covered Property nor shall anything be done therein or thereon, except as otherwise provided herein, which may or would become an annoyance or nuisance to other Owners or occupants. No Cottage Unit shall be used for any trade, business or other commercial activity or solicitation except as expressly permitted by this Declaration.

Section 5.19 Section 5.19 **Party Walls.**

(a) (a) Each wall or fence which is placed on the dividing line between two Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. A party wall shall be considered to adjoin and abut

against the property line dividing the Units from the bottom of the foundation over the full length and height of any wall or fence.

(b) (b) Owners whose Units are separated by a party wall shall equally have the right to use such party wall, except that each shall have the right to the exclusive use of the surface of the wall on his or her side. Neither such Owner shall use any portion of such party wall so as to interfere with the use and enjoyment of the other Owner.

(c) (c) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(d) (d) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5.20 Section 5.20 **Debris.** No rubbish, trash or garbage or containers therefor shall be visible or allowed to accumulate on the Covered Property outside the Cottage Units except in locations specifically designated by the Board for such use. Trash cans and other rubbish containers shall not be allowed to be visible from any portion of any of the streets and driveways.

Section 5.21 Section 5.21 **Barbeques.** Cottage Unit Owners may use Barbeque grills within their Unit or Limited Common Area, which have been approved by the Association.

Section 5.22 Section 5.22 **Fireplaces.** Each Cottage Unit will have two (2) wood burning fireplaces for use by the Cottage Unit Owners or their Permitted Users.

Section 5.23 Section 5.23 **Further Restrictions.** Unless otherwise permitted in this Declaration or in the Rules and Regulations, no other activity shall be permitted upon or in the Covered Property.

Section 5.24 Section 5.24 **Exceptions.** The use restrictions set forth above shall not and do not apply to any of the following:

(a) (a) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any Public Agency or entity, or the agents or employees of any Public Agency acting in the scope of their authority as such agents or employees;

(b) (b) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any utility company (including, but not limited to, companies furnishing electric, gas, water, telephone, cable television and/or sewer service to all or parts of the Covered Property), or the agents or employees of any such company acting in the scope of their authority as such agents or employees;

(c) (c) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by Declarant, or its successors, assigns, agents, employees or contractors, in connection with the marketing and sales by Declarant of the Units or in the course

of planning for, preparing the Covered Property for and/or construction upon the Covered Property of any Unit or streets, utilities, recreational and residential buildings, and all other original improvements, or in connection with the exercise of any easement reserved to Declarant under this Declaration; provided, however, that any such acts, proposed acts or conditions created upon the Covered Property shall not unreasonably restrict the Owners in their use and enjoyment of the Common Elements or the facilities thereon;

(d) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, which act or condition has been approved in advance by the Board;

(d) (e) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any person pursuant to a court order, or the order of any public officer or Public Agency; provided, however, that the orders contemplated in this subsection (e) are only those which are the result of action initiated by public officers or agencies and which embody mandatory requirements with penalties for nonperformance and are not those orders which result from the application of private parties or are merely permissive.

(e) (f) Any sales or model tour activity done by the Declarant, and any activity related to Hotel operation, rental activities (including maid, room service, etc.), engineering or security services.

Article 6

SPECIAL RESTRICTIONS REGARDING COTTAGE UNITS

Section 6.1 Section 6.1 **Improvements or Alterations.** An Owner may not make Improvements or alterations to a Unit (including any change in floor coverings) without the approval of the Declarant (prior to the Conversion Date) or the Association (after the Conversion Date), and no change in the appearance of the Common Elements, the exterior appearance of a Cottage Unit, or any other portion of the Covered Property may be made by any Cottage Unit Owner, except as permitted by the Declarant, Association, or as provided otherwise herein. No Cottage Units may be subdivided. However, after acquiring an adjoining Cottage Unit, a Cottage Unit Owner may move or alter any intervening partitions or create apertures in it even if the partition in whole or in part is a Common Element if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Covered Property. Removal of partitions or creation of apertures under these circumstances shall not alter the boundaries of the Cottage Units. Any Cottage Unit Owner who violates this Section shall reimburse the Association for all expenses incurred by it in remedying damage caused by said Cottage Unit Owner's violation of this Section. No Cottage Unit Owner or its Permitted User shall permit anything to be done or kept in Unit or within any other portion of the Covered Property which violates any law, ordinance, statute, rule or regulation of any local, county, state or federal government or agency thereof. Such expense shall be a Personal Assessment, enforceable in the manner provided in Article VIII hereof. The foregoing prohibitions shall not modify or affect the obligation of each Cottage Unit Owner for the prudent care and ordinary maintenance and upkeep of all property subject to his use.

Section 6.2 Section 6.2 **Common Elements and Limited Common Elements.** No Cottage Unit Owner shall obstruct, remove, damage, alter or injure in any way any portion of the Common Elements or Limited Common Elements. Any Cottage Unit Owner who violates this Section shall reimburse the Association for all expenses incurred by it in remedying the damage caused by said Cottage Unit Owner's violation of this Section. Such expense shall be a Personal Assessment, enforceable in the manner provided in Article VIII hereof. The foregoing prohibitions shall not modify or affect the obligation of each Cottage Unit Owner for the prudent care and ordinary maintenance and upkeep of all property subject to his or her use. Declarant and each Cottage Unit Owner, by accepting an Original Deed or any other transfer of a Cottage Unit, hereby covenants and agrees to abide by the Governing Instruments, including, without limitation, the Rules and Regulations.

Section 6.3 Section 6.3 **Maintenance of Cottage Units.** Each Cottage Unit Owner shall be required to maintain their Cottage Unit in a neat, clean, orderly, safe, sanitary and attractive condition to the same standard as when the Cottage Unit was first purchased.

Section 6.4 Section 6.4 **No Increased Insurance.** No Cottage Unit Owner shall do or place anything in any Cottage Unit or within any other portion of the Covered Property without the prior written consent of the Board (i) which will increase the rate of insurance on the Covered Property or (ii) which will result in the cancellation of insurance for the Covered Property, or any portion thereof.

Section 6.5 Section 6.5 **Failure to Vacate.**

(a) Detaining User. A Permitted User or users under a rental program who have failed to timely vacate ("**Detaining User**") shall: (i) be subject to immediate removal, eviction or ejection from the Cottage Unit or portion of the Common Elements wrongfully used or occupied; (ii) be deemed to have waived any notice required by law with respect to any legal proceedings regarding removal, eviction or ejection (to the extent that such notices may be waived under Wisconsin law); (iii) reimburse the Association and the detained Cottage Unit Owner or Permitted User ("**Detained User**") for all costs and expenses incurred by such party as a result of such conduct, including, but not limited to, costs of alternate accommodations for the Detained User, travel costs, court costs and reasonable attorneys' fees incurred in connection with removing, evicting or ejecting the Detaining User from such Cottage Unit, Limited Common Element or Common Element, and costs (including reasonable attorneys' fees) incurred in collecting such reimbursement(s); (iv) pay to the Detained User entitled to use and occupy such Cottage Unit during such wrongful occupancy, as liquidated damages (in addition to the costs and expenses set forth herein), a sum equal to two hundred percent (200%) of the Fair Rental Value per day of the Cottage Unit for each day or portion thereof, including the day of surrender, during which the Detaining User prevents use and occupancy of such Cottage Unit; and (v) become subject to additional penalties issued by the Board in its sole discretion, including restrictions on future reservation, use and occupancy of a Cottage Unit, and restriction of access to Common Element amenities. The Association shall be responsible for determining the Fair Rental Value of a Cottage Unit. In addition to the rights and remedies set forth in this provision, if a Detaining User is a Cottage Unit Owner or its Permitted User, the Association shall have the right to enforce any unpaid fines as liens against such Detaining User's Cottage Unit, in accordance with this

Declaration and applicable law. The Association may, in its sole discretion, suspend use of such Owner's Cottage Unit and amenities.

(b) Removal. The Association shall use reasonable efforts to attempt to remove such Detaining User from the Cottage Unit and/or to assist the Detained User in finding alternate accommodations during such holdover period and to secure, at the expense of the Association, alternate accommodations for any Detained User, which alternate accommodations shall be as near in value to the Detained User's Cottage Unit as possible and the cost thereof shall be assessed to the Detaining User as a Personal Assessment.

(c) Cost. In the event that the Association, in its sole discretion, deems it necessary to contract for a period greater than the actual period for which the use is prevented in order to secure alternate accommodations as set forth above, the cost of the entire period shall be assessed to the Detaining User as a Personal Assessment.

(d) Liquidated Damages. By accepting an Original Deed or any other transfer of a Cottage Unit, each Cottage Unit Owner agrees that, in the event of a wrongful occupancy or use by him or his or her Permitted User, damages would be impracticable or extremely difficult to ascertain and that the measure of liquidated damages provided for herein constitutes fair compensation to those who are deprived of occupancy.

(e) Registration. Each Non-Declarant Cottage Unit Owner may invite family or guests during its Use Period to stay in such Owner's Cottage Unit. during its Use Period as a Permitted User. Any Non-Declarant Owner permitting its Cottage Unit to be occupied by family or a guest must provide the Hotel operator with such occupant's name and period of occupancy and such occupant shall be required to check-in with the Hotel operator and provide positive identification at time of check-in.

(f) Damage. Any Cottage Unit Owner who permits his or her Cottage Unit to be occupied by other persons (but only in accordance with the Rules and Regulations and Reservation Policies and Procedures) shall be responsible for any loss, damage, destruction or violation of this Declaration or the Rules and Regulations which occurs during such occupancy as if such Cottage Unit Owner were the sole occupant of the Cottage Unit. The act or negligence of a Permitted User shall be deemed to be the act of the Cottage Unit Owner.

(g) Delinquency. No use or occupancy by any Cottage Unit Owner will be permitted if such Cottage Unit Owner is delinquent in the payment of any amounts owed to the Association by such Cottage Unit Owner.

Section 6.6 Section 6.6 **Rental/Leasing.**

(a) (a) **Rental of Cottage Units.**

(i) (i) **By Non-Declarant Owners.**

Each Non-Declarant Cottage Unit Owner may rent or lease its Cottage Unit through an Approved Rental Agent. For the purposes of this Section, “**Approved Rental Agent**” shall mean any licensed rental agent who appears on the Managing Agent’s list of qualified agents that possess the objective minimum quality and security standards as reasonably set forth by the Managing Agent from time to time. An Approved Rental Agent shall include the Managing Agent. At any time, a Cottage Unit Owner may request from the Managing Agent, in writing, the list of Approved Rental Agents and/or minimum quality standards. A Non-Declarant Owner may choose one (1) of the Approved Rental Agents on such list, or may submit his or her choice of rental agent to the Managing Agent for consideration based on the minimum quality standards. If such rental agent meets the minimum quality standards, as determined by the Managing Agent in its sole discretion, such rental agent’s name shall be added to the list of Approved Rental Agents, and upon notice by the Managing Agent to the Non-Declarant Owner thereof, the Non-Declarant Owner may thereafter employ such agent. Each Non-Declarant Owner shall be required to pay a fee set by the Managing Agent to the hotel operator for reservation management services in addition to fees paid by such Non-Declarant Owner to any rental agent’s commission. The foregoing shall not apply to rental by the Declarant. Each Cottage Unit Owner shall abide by applicable Village laws with respect to short-term rentals.

Rental income may be subject to applicable Wisconsin Statutes, including any Village transient occupancy tax (“**TOT**”). All TOT due shall be collected and remitted to the Village.

(a) (ii) ~~By the Declarant, which shall include its~~
~~which remain owned by Declarant. Any rental income received by Declarant shall inure to the~~
benefit of Declarant.

Section 6.7 Section 6.7 **Hotel Unit.**

(i) (a) **Hotel Unit Rules.**

(i) The use of the Hotel Unit and its Hotel Limited Common Elements by Permitted Users shall be subject to the Rules and Regulations to the extent applicable, and to the rules and regulations promulgated by the Hotel Unit Owner.

(ii) Except for hotel services at night, the Hotel Unit Owner shall use reasonable efforts to complete, or cause to be completed, all deliveries, loading, unloading and services to the Hotel Unit subsequent to 6:00 a.m. and prior to 10:00 p.m. each day and shall use best efforts to cause delivery trucks to park only in areas designated for deliveries and subsequent to 6:00 a.m. The Hotel Unit Owner shall not damage, alter or injure in any way any portion of the Common Elements.

(iii) Use of the easements established herein shall not unreasonably interfere with the occupancy of the Hotel Unit and Hotel Limited Common Elements by the Hotel Unit Owner or its Permitted Users.

(b) (b) **Insurance.**

The Hotel Unit Owner shall, at no expense to the Association, maintain or cause to be maintained adequate commercial general liability insurance with a reputable insurance company or companies with minimum amounts of [] Dollars (\$.00) combined single limit broad form bodily injury, personal injury and property damage liability, insuring such Hotel Unit Owner against any claims, demands, losses, damages, liabilities and expenses relating to use of the Hotel Unit and the business operations therefrom. The Association, Declarant and any management company employed by Association with respect to the Project shall be named as additional insureds. The Hotel Unit Owner shall, at no expense to the Association, obtain and maintain or cause to be obtained and maintained, builder's risk insurance as the Association may reasonably require and covering any work which such Hotel Unit Owner may undertake, or have undertaken, with respect to the Hotel Unit. If the Hotel Unit Owner fails to maintain, or cause to be maintained, the insurance described in this subsection (e), the Association may maintain the same on behalf of such Hotel Unit Owner. Any premiums paid by the Association with respect to such insurance, plus an administrative charge of five percent (5%) of such premiums, shall be charged to the Hotel Unit Owner.

(c) **No Increased Insurance** The Hotel Unit Owner shall not do or place, or allow its Permitted User to do or place, anything in the Hotel Unit, upon its Limited Common Elements, if any, or upon any other portion of the Covered Property which will increase the cost of insurance payable by the Association without the prior written consent of the Board; provided, however, that it is expressly acknowledged that the Hotel Unit may be utilized for its intended use and that such use, in the ordinary course of business, shall not be disallowed by this provision nor require the prior written consent of the Board. The Hotel Unit Owner shall not permit anything to be done or kept in its Hotel Unit, or do or place anything upon its Limited Element, or any other portion of the Covered Property, which would result in the cancellation of insurance of the Association.

Article 7

ASSOCIATION, VOTING AND MANAGEMENT

Section 7.1 Section 7.1 Association.

(a) (a) **Membership in Association.** Each Owner, including Declarant, shall automatically, upon becoming an Owner, become a Member of the Association and shall remain a Member thereof until he or she ceases to be an Owner.

(b) (b) **Membership Rights and Duties.** Each Member shall have the rights, duties and obligations set forth in this Declaration and the other Governing Instruments, as said documents may be amended from time to time.

(c) (c) **Transfer of Membership.** The membership of each Owner in the Association is appurtenant to and inseparable from his or her ownership of a Unit and shall be automatically transferred upon any authorized assignment or transfer of the ownership of a Unit

to any assignee or transferee and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to said Unit. Any attempt to make a prohibited transfer shall be void.

(d) (d) **Quorum**. Except as may otherwise be provided in the Governing Instruments, the presence, in person or by proxy, of Members representing not less than twenty five percent (25%) of the total voting power of the Members shall constitute a quorum at all meetings of the Association; provided however, that for the purposes of approving any increase in Assessments and approval of Special Assessments, the presence, in person or by proxy, of Members representing not less than fifty percent (50%) of the voting power residing in Members of the Association shall constitute a quorum. In the event a quorum is not present at any Association meeting, no business shall be conducted and the meeting shall be adjourned without fixing a date for a future meeting or action.

(e) (e) **Voting and Types of Membership**.

(i) (i) **Classes of Membership**. The Association shall have two (2) classes of voting membership:

1) **Class A:**

Class A Members shall be all Owners of a Cottage Unit and the Hotel Unit except Declarant, and each Owner shall be entitled to its Proportionate Share of voting percentage per Unit owned. When more than one (1) person is the Owner of a Unit, all such persons shall be Members; provided, however, that in no event shall more than the number of votes allowed per Unit be cast with respect to any Unit except as set forth below.

2) **Class B:**

Class B Members shall be the Declarant, which shall be entitled to its Proportionate Share of voting percentage for each Unit owned by Declaration, multiplied by three (3). Pursuant to Section 5 below, Class B membership shall cease and Declarant's membership shall be converted to Class A membership.

3) **Class B Termination Date:**

The Class B Termination Date ("**Conversion Date**") shall be the soonest of: i) three (3) years from the date of the initial conveyance of a Unit to a purchaser in the Covered Property; or ii) thirty (30) days after the conveyance of seventy-five percent (75 %) of the Proportionate Share in the Common Elements to third-party purchasers. Prior to the conveyance of twenty-five percent (25 %) of the interest in the Common Elements to purchasers, the Association shall hold a meeting and the Owners other than the Declarant shall elect at least twenty-five percent (25%) of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the interest in the Common Elements to purchasers, the Association shall hold a meeting and the Owners other than the Declarant shall elect at least thirty-three-and-one-third percent (33 1/3%) of the Board of Directors. Not later than

forty-five (45) days after the Conversion Date, the Association shall hold a meeting and the Owners shall elect an executive board of Directors and Officers of the Association, as provided in Section 7.1(e)(iv). The Directors and Officers shall take office upon election.

4) **Member Voting Rights Related to Expenses.**

All applicable membership class(es) shall vote on all issues related to General Common Expenses. By accepting a Deed to a Cottage Unit, a Cottage Unit Owner acknowledges that the majority of the Covered Property is comprised of the Hotel Unit and the Hotel Limited Common Elements, decisions with respect to the staffing, maintenance and operation thereof will be made by the Owner of the Hotel Unit or the Hotel Manager on the owner of the Hotel Unit's behalf, and not by the Board, and therefore, neither the Board nor the Cottage Unit Owners will have any right to participate in or control decisions with respect to the same. Further, pursuant to any Hotel Management Agreement in place from time to time with respect to the Hotel, the Hotel Manager may have the right to substantially control the decoration, appearance and management of the Hotel, and the hiring, retention and dismissal of Hotel staff, as well as the design and appearance of staff uniforms and other aspects of operation of the Hotel within the Covered Property.

(ii) (i) **Joint Owners Disputes.** The vote for each Unit must be cast as one unit, and fractional votes from joint Owners shall not be allowed. In the event that the joint Non-Declarant Owners of a Unit are unable to agree among themselves as to how their votes shall be cast, they shall lose their right to vote on the matter in question. If any Non-Declarant Owner or Non-Declarant Owners cast a vote representing a Unit, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all Owners of the same Unit. In the event more than the allocated votes are cast for a particular Unit owned by a Non-Declarant Owner, none of said votes shall be counted and said votes shall be deemed void.

(iii) (ii) **(Approval Requirements.** All Members of the Association shall be entitled to vote on all matters affecting the Covered Property which are required by the Declaration to be submitted to the vote of the Members. Except as may otherwise be provided in the Governing Instruments, a bare majority present and constituting a quorum of the voting power residing in Members, in person or by proxy, shall prevail on any matter to be voted on.

(iv) (iii) **Board of Directors.** In addition to the requirements stated in Section 7.1(e)(i)(3), the affairs of the Association shall be governed by a Board of Directors. Except for matters reserved to the Association Members or Owners under Wisconsin Statutes, the Declaration, or the Bylaws, all policy and operational decisions of the Association, including interpretation of the Governing Instruments, Bylaws, rules, and other documents relating to the Condominium or the Association, shall be made by the Board of Directors. Voting for members of the Board shall be by secret written ballot. The Owner of the Hotel Unit shall appoint four (4) members of the Board who shall serve for three (3) year terms, and the Cottage Unit Owners shall elect one (1) member of the Board, who shall serve for a one (1) year term. One director may be a non-Owner. The rest must

be a Member of the Association or a representative of Declarant designated by Declarant. Subject to Wisconsin Statutes, the Board shall consist of the persons appointed by Declarant until the first annual meeting of the Association. Thereafter, the Board shall be elected by the Members and Declarant; provided, however, that Declarant shall have the right to appoint a majority of directors on the Board until the Conversion Date. Furthermore, any director appointed by the Declarant shall serve until such time as the Declarant appoints a replacement director or until his or her successor has been qualified and duly elected by the Members of the Association, pursuant to the provisions hereof. Notwithstanding anything to the contrary herein, a director who has been elected to office solely by the vote of the Members other than Declarant may be removed from office prior to the expiration of his or her term of office only by the vote of at least a simple majority of the voting power residing in Members other than Declarant.

(v) (iv) **Consent of Super Majority.** Notwithstanding anything to the contrary herein, Consent of a Super-Majority of Members (as defined in **Exhibit A**) shall be required in order to commence an action by the Association against the Declarant or other developer of the Covered Property and for the Association to use any Association Assessments for litigation.

(vi) (v) **Commencement of Voting Rights.** Voting rights attributable to the Units shall not vest until Assessments have been levied in accordance with the provisions of Article VIII below.

Section 7.2 Section 7.2 **Declarant's Reserved Rights.**

(a) (a) **Action Subject to Declarant's Reserved Rights.** Declarant shall have the right to approve any proposed amendments to this Declaration which affect Declarant's rights.

Article 8

MANAGEMENT

Section 8.1 Section 8.1 **Powers and Duties Generally.** The maintenance and repair of the Common Elements (including the Limited Common Elements) and Common Furnishings, and any alterations or additions thereto, shall be vested in the Association. The Association, acting alone (through the Board, its officers, or other duly authorized representatives) may, subject to the provisions of the Governing Instruments, exercise any and all rights and powers herein enumerated and, except as specifically limited herein, all the rights and powers of a nonprofit mutual benefit corporation under the laws of the State of Wisconsin.

Section 8.2 Section 8.2 **Specific Powers and Duties of the Association.** The Association shall have the power and the duty to maintain and repair the Common Elements (including Limited Common Elements), to acquire (by lease or purchase), maintain, repair and replace the Common Furnishings, if any, to levy, collect, and enforce the Assessments enumerated in this Declaration, and to pay, as agent, the expenses and costs enumerated in this Declaration. The following specific

powers and duties are in amplification and not limitation of the foregoing general powers and duties.

(a) (a) **Bank Accounts.** The Association shall have the power and duty to deposit all funds collected from Owners by the Association in connection with its rights and duties hereunder as follows:

(i) The Association shall establish as a minimum the following accounts into which shall be deposited all funds paid to the Association and from which disbursements shall be made, as provided in this Declaration: i) a General Account and ii) a Reserve Account. Association accounts may be established as trust accounts at a banking or savings institution.

(ii) (ii) All funds shall be initially deposited in the General Account. Funds deposited in the General Account may be used by the Association only for the purposes for which such funds have been collected.

(iii) Within thirty (30) days after deposit in the General Account any Reserve Expenses shall be deposited in the Reserve Account. The Association shall keep accurate books and records reflecting the amount in each account attributable to each Owner. Funds deposited in the Reserve Account shall be held in trust and, except as otherwise provided for in this Declaration, may be used by the Association only for the specific purposes for which such funds have been collected, which purposes shall be limited to the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of Major Components. Interest, if any, earned on funds deposited in a Reserve Account shall be accumulated therein and shall be used only for payment of Reserve Expenses and any taxes incurred by the Association as a result of the earning of such interest.

(b) **Budget and Annual Report.**

(i) Not less than forty-five (45) days and not more than sixty (60) days prior to the beginning of each Fiscal Year of the Association (the “**Distribution Date**”), the Board shall distribute to each Member the Budget for the upcoming Fiscal Year which shall specifically include the following items:

1) a statement of estimated revenue and expenses on an accrual basis;

2) a summary of the Association’s reserves based upon the most recent review or Reserve Account Study (as defined herein below) conducted pursuant to Section 8.2.(f) below;

3) a statement as to whether the Board has determined or anticipates that the levy of one (1) or more Special Assessments will be required to repair, replace or restore any Major Component or to provide adequate reserves therefore; and

4) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of future repair, replacement or additions to the Common Elements and the Common Furnishings.

(ii) Within one hundred and twenty (120) days after the end of each Fiscal Year, the Board shall cause to be distributed to each Member an Annual Report, that the Association shall have the right, but not the obligation, to have prepared by a Wisconsin Certified Public Accountant. Otherwise, the Annual Report shall be prepared by the Managing Agent or by an officer of the Association and shall be accompanied by the certificate of the person preparing the Annual Report that the Annual Report was prepared without audit from the books and records of the Association.

(iii) In lieu of the distribution of the Budget and Annual Report set forth in this subsection (b), the Board may elect to distribute a summary of the Budget and Annual Report to all of its Members with a written notice that the Budget and Annual Report are available at the business office of the Association or at another suitable location within the boundaries of the Covered Property and that copies will be provided upon request and at the expense of the Association. If any Member requests copies of the Budget, including the statements described in this Section, and/or the Annual Report to be mailed to the Member, the Association shall provide copies to the Member by first-class mail at the expense of the Association and mailed within five (5) business days. The Budget and Annual Report must also be made available to First Mortgagees upon their submission of a written request for it.

(iv) The Board shall take the following actions not less frequently than quarterly:

1) cause a current reconciliation of the General Account to be made and review the same;

2) cause a current reconciliation of the Reserve Account to be made and review the same;

3) review the current year's actual reserve revenues and expenses compared to the current year's Budget;

4) review the most current account statements prepared by the financial institution where the Association has its General Account and Reserve Account; and

5) review an income and expense statement for the Association's General Account and Reserve Account.

(c) (c) **Delegation.** The Association shall have the power to delegate the authority and responsibilities of the Association hereunder to one or more agents, including, without limitation, the Managing Agent.

(d) (d) **Filing of Civil Action.** Except as provided under Article 17, the Association shall have the duty to provide, not later than thirty (30) days prior to the filing of an civil action by the Association against the Declarant or other developer of the Covered Property for alleged damage to the Common Elements, a written notice to each Member, which notice shall specify all of the following:

- (i) That a meeting will take place to discuss problems that may lead to the filing of a civil action;
- (ii) The options, including civil actions, that are available to address the problems; and
- (iii) The time and place of such meeting.

Consent of a Super-Majority of Members shall be required in order to commence an action by the Association against the Declarant or other developer of the Covered Property and for the Association to use Association accounts holding Assessments.

Notwithstanding the foregoing, if the Association has reason to believe that the applicable statute of limitations will expire before the Association files the civil action, the Association may give the notice described in this subsection within thirty (30) days after the filing of the action.

(e) (e) **Inspection of Books and Records.**

(i) The Association shall have the power and duty to open, at any reasonable time during usual business hours, the books and records of the Association for inspection by any Member or Declarant's Mortgagee upon the written demand by such Member or Declarant's Mortgagee; provided, however, that the Association shall be obligated to open its books and records for inspection by a Member only if the Member requests such inspection for a purpose reasonably related to the Member's interests as a Member. The inspection may be made in person or by an agent or attorney and shall include the right to copy and make extracts.

(ii) The Board shall have the power and duty to establish reasonable rules with respect to (A) notice to be given to the custodian of records by the person desiring to make the inspection; (B) hours and days of the week when such an inspection may be made; and (C) payment of the cost of reproducing copies of documents requested by a Member or Mortgagee.

(iii) Each director of the Association shall have the absolute right at any time to inspect all books, records and documents of the Association and the physical

properties owned or controlled by the Association. The right of inspection by a director of the Association includes the right to make extracts and copies of documents.

(f) (f) **Maintenance of Adequate Reserves.**

(i) At least once every three (3) years after the first sale of a Unit, the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the Major Components which the Association is obligated to repair, replace, restore, or maintain as part of a study (the “**Reserve Account Study**”) of the Reserve Account requirements of the Covered Property if the current replacement value of the Major Components is equal to or greater than one-half (1/2) of the gross Budget of the Association which excludes the Reserve Account for that period. The Board shall review the Reserve Account Study annually and shall consider and implement necessary adjustments to the Board’s analysis of the Reserve Account requirements as a result of that review. The Reserve Account Study shall at a minimum include the following:

1) Identification of the Major Components which the Association is obligated to repair, replace, restore, or maintain which, as of the date of the Reserve Account Study, have a remaining useful life of less than thirty (30) years;

2) Identification of the probable remaining useful life of the Major Components as of the date of the Reserve Account Study;

3) An estimate of the cost of repair, replacement, restoration, or maintenance of the Major Components during and at the end of their useful life;

4) An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the Major Components during and at the end of their useful life, after subtracting total funds in the Reserve Account as of the date of the Reserve Account Study;

5) The current amount of accumulated cash in the Reserve Account actually set aside to repair, replace, restore or maintain the Major Components; and

(ii) The percentage that accumulated cash in the Reserve Account actually set aside is of the current estimate of cash reserves necessary to repair, replace, restore or maintain the Major Components

(iii) The Board may authorize the temporary transfer of money from the Reserve Account to the Association’s General Account to meet short-term cash flow requirements or other expenses, provided the Board has made a written finding, recorded in the Board’s minutes, explaining the reasons that the transfer is needed, and describing when and how the money will be repaid to the Reserve Account. The transferred funds shall be restored to the Reserve Account as soon as practicable and in no event later than one (1) year after the date of the initial transfer, except that the Board may, upon making a

finding supported by documentation that a temporary delay would be in the best interests of the Covered Property, temporarily delay the restoration. The Board shall exercise prudent fiscal management in maintaining the integrity of the Reserve Account, and shall not authorize the expenditure of any funds from the Reserve Account for uses other than the repair, restoration, replacement or maintenance of the Common Elements or Common Furnishings for which the Reserve Account was established which cumulatively exceeds five percent (5%) of the budgeted Common Expenses for the current Fiscal Year without concurrently authorizing a Special Assessment which will restore reserves to adequate levels as determined by the Reserve Account Study.

(iv) When a decision is made to use funds from the Reserve Account or to temporarily transfer money from the Reserve Account to pay for litigation, the Association shall notify the Members of that decision in the next available mailing to all Members and of the availability of an accounting of those expenses. The Association shall make an accounting of expenses related to the litigation on at least a quarterly basis, and such accounting shall be made available for inspection by Members at the Association's office.

(g) (g) **Insurance.**

(i) (i) **Insurance to be Obtained.**

1) The Association shall have the power and duty to obtain and pay the cost of, on and after the Starting Date, insurance against loss or damage to the Common Elements and Common Furnishings, including, without limitation, machinery used in the service of the Covered Property, by fire and other risks and hazards customarily covered by an insurance policy written on an all risk basis, including, to the extent available at a reasonable cost, earthquake insurance. The stipulated amount of such insurance shall be based on the full replacement cost thereof at the time and place of loss, and the Association shall either (i) annually update such stipulated full replacement cost amount to reflect the then-current estimated full replacement cost thereof, or (ii) procure and maintain an endorsement which provides for full reimbursement for the actual cost of repair or replacement thereof, without deduction for depreciation.

2) The Association shall have the power and duty to obtain and pay the cost of, on and after the Starting Date, insurance against hazards such as burglary and theft covering the Common Furnishings.

3) The Association shall procure: (i) insurance for loss due to claims for bodily injury, death and property damage with a combined single limit liability with regard thereto of not less than \$1,000,000.00 per occurrence, and (ii) maintain one (1) or more umbrella liability insurance policies against loss or damage due to claims for personal injury, death and property damage with a limit with regard thereto of not less than \$5,000,000.00 per occurrence. The Association may obtain, to the extent available at a reasonable cost, insurance against loss or destruction of personal property belonging to the Association located within the Covered Property.

4) The Association shall have the power and duty to obtain and pay the cost of, to the extent available at a reasonable cost, directors' and officers' liability insurance, workers' compensation insurance, automobile liability and any other insurance deemed necessary or desirable by the Association. Such other policies of insurance shall cover such risks, be written by such insurers, and be in such amounts as the Association shall deem necessary and proper under the circumstances. The Association shall cause to be covered by a fidelity bond or insurance providing for a blanket crime endorsement, any employee or agent of the Managing Agent or the Association who may have charge of funds of any Owner or Permitted User or of the Association. The loss coverage under any such bond or policy shall not be less than the maximum amount of funds of the Association over which the principals under the bond or policy may reasonably be expected to have control or access at any time.

All insurance policies obtained by the Association hereunder shall name all Owners (as a class), all Association directors and officers, and Declarant (individually) as named insureds. Liability insurance shall contain appropriate waivers of subrogation against any Owner or member of such Owner's household, and a provision that no act or omission by an Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or operate as a condition to recovery by any other person under such policy.

(ii) **Distribution of Insurance Summary.**

1) Within sixty (60) days preceding the beginning of the Association's Fiscal Year, the Board shall prepare and distribute to each Member a summary (the "**Insurance Summary**") of the Association's property, general liability, and earthquake and flood insurance policies, which Insurance Summary shall include all of the following information about each policy: a) the name of the insurer, b) the type of insurance, c) the policy limits of the insurance, and d) the amount of deductibles, if any.

2) The Insurance Summary shall contain, in at least 10-point boldface type, the following statement: "This summary of the Association's policies of insurance provides only certain information as required by applicable law, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association Member may, upon request and provision of reasonable notice, review the Association's insurance policies, and upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies may not cover your property, including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association Members should consult with their individual insurance broker or agent for appropriate additional coverage."

3) The Board shall, as soon as reasonably practical, notify each Member by first-class United States mail if any of the policies described in this subsection

have lapsed, been canceled and are not immediately renewed, restored or replaced, or if there is a significant change, such as a reduction in coverage or limits or an increase in the deductible, for any of those policies. If the Association receives any notice of nonrenewal of a policy described in this subsection, the Association shall immediately notify its Members if replacement coverage will not be in effect by the date the existing coverage will lapse.

4) To the extent that any of the information to be disclosed pursuant to this subsection is specified in the insurance policy declaration page, the Board may meet its obligation to disclose that information by making copies of that page and distributing it to all of the Members.

(h) (h) **Legal and Accounting.** The Association shall have the power to obtain and pay the cost of legal and accounting services necessary or proper in the maintenance and repair of the Common Elements and Common Furnishings and the enforcement of the Governing Instruments.

(i) (i) **Levy and Collection of Assessments.** The Association shall have the power, and shall have the duty to take such action as the Board deems reasonable, (i) to levy, collect and enforce Assessments against the Owners in the manner provided in Article VIII hereof in order to pay the expenses of maintaining and repairing the Common Elements and Common Furnishings (including the fee of the Managing Agent), and (ii) to do all things necessary to enforce each Owner's obligations hereunder, including Owner use limitations

(j) (j) **Maintenance and Repair.** The Association shall have the power, and to the extent deemed necessary or proper by the Board for the maintenance and repair of the Common Elements and Common Furnishings, the duty to perform the maintenance and repair obligations set forth on **Exhibit C** attached hereto, as may be amended by Declarant in its sole discretion from time to time.

(k) (k) **Minutes, Agenda and Policies.** The Association shall have the power and duty to provide each Owner with (i) a copy of the minutes of Board meetings within thirty (30) days following the date of such meeting upon request and upon reimbursement of the Association's reasonable cost to copy and distribute, (ii) a list of the orders of business to be considered at the annual meeting of Members not later than thirty (30) days prior to the date for such meeting, which list shall contain the name, address and a brief biographical sketch (if available) of each Member nominated to stand for election to the Board, and (iii) within sixty (60) days prior to the beginning of each Fiscal Year, a copy of the Association's enforcement policies and practices, if any.

(l) (l) **Other Necessary Acts.** The Association shall have the power to do all other things or acts deemed by the Association to be necessary, desirable or appropriate for the maintenance, repair and replacement of the Common Elements (including the Limited Common Elements) and Common Furnishings.

(m) (m) **Right of Entry.** The Association shall have the right, at any reasonably necessary time, whether or not in the presence of an Owner, to enter upon any Unit for the purpose

of (i) making emergency repairs therein, (ii) abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such Unit, (iii) protecting the property rights and welfare of any Owner or Permitted User, or (iv) for any other purpose reasonably related to the performance by the Association of its duties and obligations under the terms of this Declaration. Such right of entry shall be exercised in such a manner as to avoid any unreasonable or unnecessary interference with the possession, use and enjoyment of the rightful occupant of such Unit and shall be preceded by reasonable notice to such occupant whenever the circumstances permit. Any action taken by the Association pursuant to the foregoing provisions of this subsection must be reasonably related to the performance by the Association of its responsibilities under the terms of this Declaration. The Association shall further have the authority to lease or to grant licenses or concessions with respect to all or part of the Common Elements other than Limited Common Elements; provided, however, that any charges levied against the general public for any particular facilities shall not be less than charges levied against the Owners for the same use of the same facilities.

(n) (n) **Roster.** The Association shall have the power and duty to compile a listing of the names and addresses of Members (“**Roster**”). Upon the written request of an Owner stating the purpose for which the request is made, the Association shall furnish such Owner with a copy of the Roster and may charge such Owner a reasonable fee therefor. Each Owner who requests and receives a copy of the Roster hereby agrees not to make any use of the Roster prohibited by Wisconsin Statutes (including, without limitation, use of the Roster to solicit money or property or for any other commercial purpose) or to distribute a copy of the Roster to any person who is not an Owner or for any purpose unrelated to any Owner’s interest as an Owner and Member. Any Owner who uses or distributes the Roster in a manner prohibited under this subsection shall, in addition to all other rights, powers and remedies available to the Association under this Declaration, be subject to all of the liabilities imposed under Wisconsin Statutes, and agrees to indemnify and defend the Association, the Board and the Managing Agent against and to hold the Association harmless from any and all claims arising from or related to such Owner’s prohibited use of the Roster.

(o) (o) **Rules and Regulations.** The Association shall have the power and duty to adopt, publish and enforce (to the extent deemed necessary and proper by the Board), from time to time, Rules and Regulations relating to the possession, use and enjoyment of the Covered Property which Rules and Regulations shall be consistent with the provisions of the Governing Instruments.

(p) (p) **Statements of Status; Covered Property Documents.**

(i) The Association shall have the power and duty to issue a Statement of Status within ten (10) business days of the mailing or delivery of a request therefor by any Owner, Mortgagee, purchaser or other prospective transferee of a Unit. Such Statement of Status shall be binding upon the Association in favor of any person who may rely thereon in good faith.

(ii) The Association shall have the power and duty to provide a copy of the then-current Declaration, Articles, By-laws, Budget, Annual Report, Insurance

Summary, Rules and Regulations, and Reservation Policies and Procedures within ten (10) business days of the mailing or delivery of a request therefor by any Owner.

(iii) The Association shall have the power to charge a fee for providing the Statement of Status and other requested documents, which fee shall not exceed the reasonable cost of preparation and/or reproduction thereof.

(q) (q) **Taxes and Assessments.** The Association shall have the power and duty to pay all taxes and assessments and other costs affecting or relating to the Covered Property or the Common Furnishings not otherwise directly assessed against each Owner and shall have the power to discharge, contest or protest liens or charges affecting the Covered Property.

(r) (r) **Utilities.** The Association shall have the power and duty to obtain and pay the costs of water, electrical, telephone, cable television, high speed internet access, gas, refuse pick-up, garbage disposal and other utility services for the Cottage Units, Common Elements and Limited Common Elements.

Section 8.3 Section 8.3 **Commencement of Assessments.** Assessments shall commence on all Units on the first business day of the first calendar month following the first Close of Escrow, including any Units that are model units. Assessments of fractions of a month shall be prorated. Declarant or Non-Declarant Owners shall pay its' full Proportionate Share of the Assessment on all unsold Units for which Assessments have commenced. The Board shall fix the amount of the Assessment against each Unit at least thirty (30) days in advance of each Assessment period. However, unless otherwise established by the Board, the initial Assessments shall be assessed in accordance with the most recent Budget on file with and approved by the Association. Written notice of any change in the amount of any Assessment shall be sent via first-class mail to every Owner subject thereto not less than thirty (30) nor more than sixty (60) days before the increased Assessment becomes due.

Section 8.4 Section 8.4 **Apportionment of Assessments.** Regular Assessments and Special Assessments shall be assessed against the Owners and their Units based on such Owner's Proportionate Share. The Board may determine that funds less than one hundred fifty percent (150%) of the current Fiscal Year's Budget (excluding Reserve Expenses) in the General Account at the end of the Fiscal Year be retained and used to reduce the following Fiscal Year's Assessments. If there is a dissolution of the Association, any amounts remaining in the General Account or Reserve Account shall be distributed to or for the benefit of the Owners in the same proportions as such funds were collected from the Owners. Notwithstanding anything to the contrary herein, Regular Assessments and Special Assessments shall be waived with respect to the Declarant, to the extent described in the Subsidy Agreement and during the term of such Subsidy Agreement.

Section 8.5 Section 8.5 **Authority and Duty to Engage Managing Agent.** The Association shall have the authority to engage and the obligation to use its best efforts to engage and maintain a reputable firm as the Managing Agent for the Covered Property pursuant to a Management Agreement, in compliance with Wisconsin Statutes and applicable law. The initial term of the Management Agreement shall be for three (3) years and shall automatically renew for successive

one (1) year terms. The Association Consent of a Majority of Owners may determine not to renew the Management Agreement upon the provision of not less than ninety (90) days written notice prior to the first, second or third anniversary of the commencement of the Management Agreement, or the expiration of any applicable successive one (1) year term thereafter, or upon the happening of one of the following events, which shall constitute “cause”:

(a) proceedings in insolvency, bankruptcy, receivership, liquidation or taking against the Managing Agent;

(b) if the Managing Agent makes an assignment for the benefit of its creditors or commits any action of bankruptcy under applicable law;

(c) if the Managing Agent assigns the Management Agreement or any rights approving hereunder to any person without the prior written consent of the Board;

(d) if the Managing Agent fails to substantially perform its duties and obligations under the Management Agreement for a continuous period of ninety (90) days after written notice of default under the Management Agreement from the Board specifying the default complained of; or

(e) by mutual consent in writing by the Association and the Managing Agent.

In the event of termination as described in subparagraphs (a) through (e), if requested by the Managing Agent, then said termination shall be subject to arbitration in accordance with the American Arbitration Act.

The Managing Agent shall have at a minimum, the caliber of qualifications as the manager of the Hotel.

Section 8.6 Section 8.6 Limitation on Powers of the Board. In addition to the limitations and restrictions enumerated in the Articles of Incorporation and By-laws or elsewhere provided for herein, and without limiting the generality thereof, the Members may, by special resolution, restrict the borrowing powers of the Directors, but a restriction so imposed expires at the next annual general meeting.

Section 8.7 Section 8.7 Limited Liability. Neither the Association nor the Managing Agent shall be responsible for the acts, omissions or conduct of any Owner or Permitted User or for the breach of any of the obligations of any Owner or Permitted User.

Section 8.8 Section 8.8 Standard of Care, Nonliability.

(a) (a) **Scope of Powers and Standard of Care.**

(i) (i) **General Scope of Powers.** Rights and powers conferred on the Board, the Owners, or other committees or representatives of the Association by the provisions of this Declaration are not duties, obligations or disabilities charged upon those persons unless the rights and powers are explicitly identified as including duties,

obligations or disabilities in the provisions of this Declaration or in applicable law. Unless a duty to act is imposed on the Board, Owners, or other committees or representatives of the Association by the Governing Instruments or applicable law, the Board, Owner and the committees have the right to decide to act or not act. Any decision to not act is not a waiver of the right to act in the future.

(ii) (ii) **Business Affairs.** This subsection applies to Board member actions in connection with management, personnel, maintenance and operations, insurance, contracts and finances. Each Board member shall perform the duties of a Board member in good faith, in a manner such Board member believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. When performing his or her duties, a Board member is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

1) One or more officers or employees of the Association whom the Board member believes to be reliable and competent in the matters presented;

2) Counsel, independent accountants or other persons as to matters which the Board member believes to be within such person's professional or expert competence; or

3) A committee of the Board upon which the Board member does not serve, as to matters within its designated authority, which committee the director believes to merit confidence, so long as, in any such case, the director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

4) This subsection is intended to be a restatement of the business judgment rule established in applicable law as it applies to the Association. All amendments, modifications, restatements and interpretations of the business judgment rule applicable to the Association shall be interpreted to amend, modify, restate or interpret this subsection.

(iii) (iii) **Association Governance.** This subsection applies to Board actions, and other committee decisions in connection with interpretation and enforcement of the provisions of this Declaration, architectural and landscaping control, regulation of uses within the Covered Property, rule making and oversight of committees. Actions taken or decisions made in connection with these matters shall be reasonable, fair and nondiscriminatory.

(b) (b) **Nonliability.**

(i) (1) **General Rule.** No person is liable to any other person (other than the Association or a party claiming in the name of the Association) for injuries or damage

resulting from such person's acts or omissions when the acts or omissions are within what the person reasonably believed to be the scope of the person's Association duties ("**Official Acts**"), except to the extent that injuries or damage result from the person's willful or malicious misconduct. No person is liable to the Association (or to any party claiming in the name of the Association) for injuries or damage resulting from such person's Official Acts, except to the extent that such injuries or damage result from such person's willful or malicious misconduct. The Association is not liable for damage to property in the Covered Property unless caused by the negligence of the Association, the Board, the Owners, the Association's officers, the Managing Agent or the Managing Agent's staff.

(ii) (ii) **Nonliability of Volunteer Board Members and Officers.** A volunteer Board member or volunteer Association officer shall not be personally liable to any person who suffers injury, including without limitation, bodily injury, emotional distress, wrongful death or property damage or loss as a result of the tortuous act or omission of the volunteer officer or Board member if they act within their scope of duty, in good faith without willful, wanton or gross negligence and the Association carries reasonable levels of general liability and director and officer coverage for comparable condominium owners' associations.

Section 8.9 Section 8.9 **Enforcement of Certain Bonded Obligations.** If (i) the Improvements located on the Covered Property are not completed by the Declarant prior to the marketing or sale of the Cottage Units to the public, and, (ii) the Association is the obligee under a bond, letter of credit or other arrangement ("**Bond**") required by a governmental department or agency to secure performance of the Declarant's commitment to complete the Improvements, the following provisions of this Section will be applicable:

(a) (a) **Board Action.** The Board shall consider and vote on the question of Association action to enforce the obligations under the Bond with respect to any such Improvement for which a notice of completion ("**Notice of Completion**") has not been filed, within sixty (60) days after the completion date specified for that Improvement in the planned construction statement appended to the Bond. If the Association has given an extension in writing for the completion of any Improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed, within thirty (30) days after the expiration of the extension.

(b) (b) **Owner Action.** A special meeting of Owners, for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the Board's failure to consider and vote on the question, shall be held no fewer than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting signed by Owners representing in the aggregate not less than twenty percent (20%) of the Association total voting power. A vote of Owners representing a Super Majority of the Association voting power, to take action to enforce the obligations under the Bond shall be deemed the Association's decision, and the Board must thereafter implement this decision by initialing and pursuing appropriate action under Article XV of this Declaration in the Association's name.

Article 9

ASSESSMENT AND COLLECTION OF ASSESSMENTS

Section 9.1 Section 9.1 **Creation of Personal Obligations For Assessments.** From and after the Starting Date, Declarant, for each Unit owned by Declarant, hereby covenants, and each Owner of a Unit, by acceptance of the conveyance thereof, whether or not it shall be so expressed in the Original Deed, shall be deemed to have covenanted and agreed, for each such Unit owned, to pay to the Association all Assessments which shall be established according to the Proportionate Share, made and collected as hereinafter provided. The Assessments, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of each Owner at the time each Assessment becomes due and payable and shall be a lien and charge upon the Unit against which such Assessment is made. Except as otherwise provided in this Declaration, the personal obligation for Delinquent Assessments shall not pass to successors-in-title unless expressly assumed. No Owner may waive or otherwise avoid liability for the Assessments by non-use of his or her Unit or any part thereof or any abandonment thereof.

Section 9.2 Section 9.2 **Purpose of Assessments.** Assessments shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, to maintain, repair and improve the Common Elements and Common Furnishings, and to reimburse expenses incurred by the Association and other expenditures incurred in the performance of the duties of the Association as set forth in this Declaration.

Section 9.3 Section 9.3 **Increase and Reduction of Budget.**

(a) (a) In the event of deannexation pursuant to Article XII, the Board shall, not later than sixty (60) days following the Deannexation Date, cause to be prepared a supplemental Budget showing a decrease in the Common Expenses for the applicable Fiscal Year attributable to the deannexation of Common Elements from the Covered Property caused by such deannexation, all prorated for the remainder of the Fiscal Year from such Deannexation Date.

(b) (b) If the Board shall determine at any time during the Fiscal Year that the Budget is, or will be, in excess of the amounts needed to meet the Common Expenses (other than Reserve Expenses) but less than one hundred fifty percent (150%) of the amounts needed to meet the Common Expenses (other than Reserve Expenses) for such Fiscal Year, the Board shall have the authority, exercisable in its sole discretion, to cause to be prepared an estimate of the amount of such excess, which excess shall then be subtracted from the previously prepared Budget for the Fiscal Year to which such excess is applicable. The Common Expenses reflected in the reduced total Budget shall then be allocated among the Unit Owners. Except as may be determined by the Owners on an annual basis, (i) no Unit Owner shall, by reason of such reduction, be entitled to a refund of all or any portion of any Regular Assessment previously paid, and (ii) each Unit Owner hereby agrees that any amount assessed and collected in excess of the amount required to meet the Common Expenses (other than Reserve Expenses) shall be applied to reduce the amount assessed to meet the Common Expenses for the next succeeding Fiscal Year. Any reduction in the Budget, as provided herein, shall not relieve any Unit Owner from his or her obligation to pay any past due Regular Assessment. Notwithstanding the above, the Board shall have the obligation to return to

Owners any funds retained in the General Account in excess of one hundred fifty percent (150%) of the current Fiscal Year Budget (not including Reserve Expenses) in the same proportions as such funds were collected from the Owners but excluding any amounts contributed by Owners to the Association as an initial capital contribution.

Section 9.4 Section 9.4 Regular Assessment. (a) Regular Assessments are calculated for each Owner in accordance with each Owner's Proportionate Share, based on the Budget adopted by the Board in accordance with this Declaration. The initial Regular Assessment for each Unit may be prorated between the Declarant and the grantee thereof as more particularly provided in the Williams Bay Offer Form for such Unit. Assessments shall commence as to each Unit as specified in Section 8.3. Except as otherwise provided in this Declaration, without the Consent of a Majority of Members, the Regular Assessments for any applicable Fiscal Year subsequent to the first Fiscal Year shall not exceed one hundred and twenty percent (120%) of the Regular Assessments for the preceding Fiscal Year (without regard to any increase or decrease in the Budget as set forth in Section 9.3 above). The Association shall provide notice in the manners provided in this Declaration to the Owners of any increase in Regular Assessments not less than thirty (30) nor more than sixty (60) days prior to the increased Regular Assessment becoming due.

(b) (b) Notwithstanding the foregoing, Regular Assessment increases shall not be limited to one hundred and twenty percent (120%) of the Regular Assessments for the preceding Fiscal Year (i) in the event of a Regular Assessment levied to replace funds temporarily transferred out of the Reserve Account, or (ii) in the case of any of the following "emergency situations":

- (i) an extraordinary expense required by court order;
- (ii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings where a threat to personal safety is discovered; or
- (iii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings which expense could not have been reasonably foreseen in preparing the Budget; provided, however, that prior to imposition of such an assessment, the Board shall make written findings as to the necessity of the expense and why such expense could not have been reasonably foreseen and such findings shall be distributed to the Members with the notice of assessment.

Section 9.5 Section 9.5 Payment of Regular Assessment. The Regular Assessment shall be paid as follows:

(a) (a) Each Non-Declarant Owner, for each Cottage Unit owned by such Owner, shall pay to the Association, for the Fiscal Year in which such Non-Declarant Owner acquired such Cottage Unit, the Regular Assessment for each such Cottage Unit as provided in the Williams Bay Offer Form between such Owner and Declarant.

(b) (b) For each Fiscal Year thereafter, such Non-Declarant Owner shall pay the Regular Assessment with respect to each Cottage Unit which he or she owns to the Association either (A) in one lump sum due on or before the date determined by the Board, or (B) in

installments payable no more frequently than monthly. Whether such Regular Assessment is paid through the method provided in (A) or (B) of the foregoing sentence shall be at the Association's sole discretion.

(c) (c) For each Fiscal Year, Declarant, with respect to each Cottage Unit owned by Declarant, shall pay to the Association the Regular Assessment in twelve (12) equal monthly installments, commencing on January 1 of each Fiscal Year and continuing on the first day of each month thereafter until paid; provided, however, that upon conveyance of a Cottage Unit owned by Declarant by Original Deed, the Regular Assessment attributed thereto shall be paid as set forth for Non-Declarant Owners.

(d) (d) The Hotel Unit Owner shall pay the Regular assessment to the Association in installments payable no more than frequently than quarterly.

(e) (e) That portion of the Regular Assessment which is attributable to Reserve Expenses shall be deposited in the Reserve Account.

Section 9.6 Section 9.6 **Special Assessments.**

(a) (a) If the Regular Assessments collected or to be collected for a particular Fiscal Year are, or will be, inadequate to meet the Common Expenses of the Association for any reason, the Association shall immediately determine the approximate amount of such inadequacy (the "**Shortfall**"), prepare and distribute a supplemental budget and levy against each Unit a Special Assessment as set forth below in this Section 9.6. The Special Assessment for each Unit shall be determined in the same method as used to determine the Regular Assessment.

(b) (b) Notwithstanding the provisions of the foregoing subsection (a), without the Consent of a Majority of Members, that portion of the Special Assessments attributable to the Shortfall shall not, in the aggregate in any particular Fiscal Year, exceed five percent (5%) of Common Expenses for such Fiscal Year. Notwithstanding the foregoing, Special Assessments shall not be limited to five percent (5%) of Common Expenses in any particular Fiscal Year (i) in the event of a Special Assessment levied to replace funds temporarily transferred out of the Reserve Account, or (ii) in the case of any of the following "emergency situations":

- (i) an extraordinary expense required by court order;
- (ii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings where a threat to personal safety is discovered;
- (iii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings which expense could not have been reasonably foreseen in preparing the Budget; provided, however, that prior to imposition of such an assessment, the Board shall make written findings as to the necessity of the expense and why such expense could not have been reasonably foreseen and such findings shall be distributed to the Members with the notice of assessment; or

(iv) an extraordinary expense in making the first payment of the earthquake insurance surcharge pursuant to Wisconsin Statutes regarding insurance.

(c) (c) The Association shall provide notice by first-class mail to the Owners of any Special Assessments not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

(d) (d) Any Special Assessment may be payable in one lump sum or periodically, as determined by the Association.

Section 9.7 Section 9.7 **Personal Assessments.** In addition to the Regular and Special Assessments authorized hereunder, the Board may levy against any Owner or Owners, at any time and from time to time, a Personal Assessment for purposes of reimbursing the Association for all costs and expenses incurred by it in enforcing any provision of or in remedying any violation of the Governing Instruments, by such Owner or Owners, their Permitted User(s), or their agents, employees or contractors. Personal Assessments may also be made by the Board for any other purposes for which this Declaration provides for the levying of a Personal Assessment. Finally, and in addition to the foregoing, a Personal Assessment may also be levied in the form of a reasonable fine against an Owner for a violation of the Governing Instruments, but only after the Owner(s) to be so fined have been provided with notice and hearing. Personal Assessments shall be due and payable to the Association on the due date fixed by the Board in the notice given to the Owner(s) of such Personal Assessment, which date shall be no earlier than thirty (30) days after the giving of such notice.

Article 10

TERMINATION, CONDEMNATION, DAMAGE AND DESTRUCTION

Section 10.1 Section 10.1 **Damage or Destruction to Covered Property or Common Furnishings.** In the event of any damage or destruction other than by ordinary wear and tear, whether resulting from an insured or uninsured casualty, to all or any portion of the Common Elements or any Common Furnishings, equipment or other personal property leased or owned by the Association, the Association shall promptly cause such to be repaired, restored or replaced as near as may be possible to its condition immediately prior to such damage or destruction. The Board shall obtain firm bids from two (2) or more responsible contractors to rebuild such damaged or destroyed Common Elements as nearly as possible to its condition immediately prior to such damage or destruction and shall accept the bid it considers most favorable. If a bid is accepted, the Board shall levy a Special Assessment on all of the Owners in accordance with the method set forth below. The amount required to make up any deficiencies between the total insurance proceeds and the contract price for such repair and rebuilding is referred to herein as the “**Reconstruction Shortfall**”. The Special Assessment for each Cottage Unit shall be determined in the same method as used to determine the Regular Assessment for each such interest.

Notwithstanding the foregoing, if the loss, damage or destruction was caused by the intentional or negligent act or failure to act of any Unit Owner or his or her Permitted User(s), the cost of such repair shall be a Personal Assessment of, and be paid by, such Owner to

the extent such loss, damage or destruction is not covered by insurance, and if caused by a Declarant Guest, the Declarant shall use reasonable efforts to collect from such person the cost of such repair to the extent such loss, damage or destruction is not covered by insurance. The insurance proceeds available to the Association on account of said damage or destruction shall be paid to the Board. All insurance monies recovered on account of such damage or destruction, less the cost, if any, of such recovery, shall be applied to the payment of the cost of repairing, replacing and rebuilding, and shall be paid out from time to time by the Board as such work progresses upon the written certification of the architect or engineer if applicable, or the contractor in charge of such work, stating that the sum requested is justly due to those persons rendering services or furnishing materials in connection with such work.

Section 10.2 Section 10.2 Extensive Damage or Destruction; Condemnation. In the event that the Reconstruction Shortfall exceeds ten percent (10%) of the amount of Common Expenses for such Fiscal Year, the Special Assessment shall not be levied (a) prior to the Conversion Date unless the Board shall first pass a resolution approving such Special Assessment and containing written findings as to the necessity of the extraordinary expense involved and why the expense could not have been reasonably foreseen in the budgeting process and shall distribute such resolution to the Members with the notice of Special Assessment, and (b) on or after the Conversion Date without the Consent of a Majority of Members. If such Special Assessment is not so approved or if no action is taken with respect to such Special Assessment within one hundred eighty (180) days following the date of such damage or destruction or in the event the entire Covered Property shall be taken by eminent domain, this Declaration shall terminate upon the consummation of the sale of the Covered Property, and the recordation in the Official Records of an amendment stating that the Declaration has been terminated in accordance with the provisions of this Section 10.2. The proceeds arising from such sale, together with any insurance proceeds or condemnation proceeds received as a result of such damage, destruction or condemnation shall be distributed by the Association, as trustee, to each Owner, including Declarant (subject to the rights of Mortgagee as reserved in First Mortgages), pro rata in the ratio that the interior square footage of such Owner's Unit (as expressed on the Official Survey) bears to the total interior square footage of all of the Units (as expressed on the Official Survey); provided, however, there shall be deducted from the amount due any Owner, and retained by the Association, the amount, if any, of all sums due to the Association from such Owner.

Article 11

COMPLIANCE, DEFAULT AND ENFORCEMENT OF RESTRICTIONS

Section 11.1 Section 11.1 Association.

(a) (a) **In General.** In the event that any Owner or Owner's Permitted User(s) should fail to comply with any of the provisions of the Governing Instruments, the Association or any other Owner(s) shall have full power and authority to enforce compliance with the Governing Instruments in any manner provided for therein, by law or in equity, including, without limitation, the right to enforce the Governing Instruments by bringing an action for damages, an action to enjoin the violation or specifically enforce the provisions of the Governing Instruments, to enforce the liens provided for herein and any statutory lien provided by law, including the foreclosure of

any such lien and the appointment of a receiver for an Owner and the right to take possession of the Unit of such Owner in any lawful manner. In the event the Association or any Owner(s) shall employ an attorney to enforce the provisions of the Governing Instruments against any Owner, the party engaging the attorney shall be entitled to recover from such Owner or Permitted User violating any such provisions reasonable attorneys' fees and costs in addition to any other amounts due as provided for herein. All sums payable hereunder by an Owner which become Delinquent shall bear interest at rate of twelve percent (12%) per annum from the due date, or if advanced or incurred by the Association, or any other Owner pursuant to authorization contained in this Declaration, commencing ten (10) business days after repayment is requested. Each Owner who becomes Delinquent in the payment of any amount due the Association shall pay to the Association a late charge of the greater of ten dollars (\$10.00) or ten percent (10%) of the Delinquent amount for each payment which is Delinquent. All enforcement powers of the Association shall be cumulative. Declarant and each Owner, by accepting the conveyance of a Unit, shall be deemed to have covenanted and agreed that the Association shall have all of the rights, powers and remedies set forth in this Article and elsewhere in this Declaration.

(b) (b) **Certain Specific Enforcement Powers.** In amplification of, and not in limitation of, the general powers specified above, the Association shall have the following rights and powers:

(i) (i) **Suspension of Privileges and Imposition of Monetary Penalties.** If any Owner or his or her Permitted User shall be in breach of the Governing Instruments, including but not limited to the failure of such Owner to pay any Assessment on or before the due date therefor, subject to the limitations hereinafter set forth in this subsection, the Association may suspend the right of such Owner to participate in any vote or other determination provided for herein, and may assess monetary penalties therefor. No such suspension or imposition of monetary penalties, except a suspension of privileges or imposition of monetary penalties for the failure of such Owner to pay any Assessments, any portion thereof or any other amount(s) due hereunder on or before the due date therefor, shall be made except after a meeting of the Board at which a quorum of the Board is present, duly called and held for such purpose in the same manner as provided in the By-laws for the noticing, calling and holding of a meeting of the Board. Written notice of such meeting, the purpose thereof, including the reasons for the suspension sought or the monetary penalties sought to be imposed, and whether the Owner's defense shall be oral or written, shall be given to the Owner whose privileges are being sought to be suspended or against whom monetary penalties are sought to be imposed at least fifteen (15) days prior to the holding of such meeting. Such notice shall be given as provided below. Such Owner shall be entitled to appear at such meeting and present his or her case, either orally or in writing, as designated by the Board, as to why his or her privileges should not be suspended or such monetary penalties should not be imposed. The decision as to whether such privileges should be suspended or such monetary penalties imposed shall be made by a majority of the members of the Board present at such meeting. Written notice of suspension, the length thereof or monetary penalties imposed and the reasons therefor shall be given to the affected Owner and the suspension or monetary penalties shall become effective five (5) business days following the date such notice is given. If such suspension

of privileges or imposition of monetary penalties is based on the failure of an Owner to pay Assessments or any other amount(s) due hereunder when due, the suspension shall become effective upon the date of the Board's decision to suspend such privileges and such suspended privileges of such Owner shall be reinstated automatically at such time as the Owner shall have paid to the Association, in cash or by cashier's or certified check, all amounts past due as of the date of such reinstatement, together with accrued and unpaid interest and any late charges or other monetary penalties imposed. If such suspension of privileges is based on any act or omission other than the failure of an Owner to pay Assessments or any other amount(s) due hereunder when due, the suspended privileges shall be automatically reinstated upon the expiration of the period stated in the suspension notice. Notwithstanding the foregoing, this provision shall not operate or be construed to deny or restrict ingress or egress of any Owner to his or her Unit.

(ii) (ii) **Enforcement by Lien.** There is hereby created a claim of lien, with power of sale, on each and every Unit to secure the prompt and faithful performance of each Owner's obligations under the Governing Instruments for the payment to the Association of any and all Assessments levied against any and all Units under this Declaration, together with interest thereon at the rate of twelve percent (12%) per annum or the maximum rate permitted by law, whichever is less, from the date such payment becomes Delinquent, and all late charges and costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. Prior to placing a lien upon the defaulting Owner's Unit to collect the Delinquent payment (together with interest thereon, late charges and costs of collection), the Association, or the Association's authorized representative, shall notify the defaulting Owner in writing by certified mail of the fee and penalty procedures of the Association, provide an itemized statement of the charges owed by the Owner, including items on the statement which indicate the principal owed, any late charges and the method of calculation, any attorneys' fees, and the collection practices used by the Association, including the right of the Association to the reasonable costs of collection. Any payments toward such a debt shall first be applied to the principal owed, and only after the principal owed is paid in full shall such payments be applied to interest or collection expenses. If such delinquency is not paid or default is not cured within ten (10) business days after delivery of such notice, the Association may elect to file and record a notice of default and claim of lien (a "**Notice of Default**") on behalf of the Association against the Unit of the defaulting Owner in the Official Records. Such a Notice of Default shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- 1) The name of the defaulting Owner;
- 2) The legal description of the Unit against which the assessment and other sums are levied;
- 3) The total amount of the delinquency, interest thereon, late charges, collection costs and reasonable attorneys' fees;

4) A statement that the Notice of Default is made by the Association pursuant to this Declaration; and

5) A statement that a lien is claimed and will be foreclosed against the Unit in an amount equal to the amount stated.

A copy of the Notice of Default with the recording date shown thereon, shall be sent by registered or certified mail with postage prepaid (i) to all record owners of the Unit owned by the defaulting Owner no later than ten (10) calendar days after recordation of the Notice of Default and (ii) to each Mortgagee of such defaulting Owner no later than ten (10) business days after recordation of the Notice of Default if such Mortgagee has requested a copy and furnished its name and address to the Association or has recorded in the Official Records a request for a copy of the Notice of Default in conformance with Wisconsin Statutes. The recordation of a duly executed original or copy of such Notice of Default, and mailing a copy thereof to the defaulting Owner, shall not constitute a condition precedent to nor delay the attachment of the lien. The lien claimed in such a Notice of Default shall attach to the Unit from and after the time of recordation of such Notice of Default. After the expiration of thirty (30) days following the recordation of the Notice of Default, the lien claimed in such Notice of Default may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a Mortgage by exercise of a power of sale contained therein or in the manner provided by law for the enforcement of a judgment as the laws of the State of Wisconsin may from time to time be changed or amended. The Association shall have the power to bid at any foreclosure sale or judgment sale. Reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law.

The proceeds of any foreclosure or judgment sale provided for in this Declaration shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, title costs and costs of the sale, and all other expenses of the proceedings and sale, and the balance of the proceeds, after satisfaction of all charges, monetary penalties and unpaid Assessments hereunder or any liens, and subject to the rights of any Mortgagee, shall be paid to the defaulting Owner. The purchaser at any such sale shall obtain title to the Unit free from the sums or performance claimed (except as stated in this subsection) but otherwise subject to the provisions of the Governing Instruments; and no such sale or transfer shall relieve such Unit or the purchaser thereof from liability for any Assessments, other payments or performance thereafter becoming due or from the lien therefor as provided for in this subsection. All sums assessed hereunder but still unpaid shall remain the obligation of and shall be payable by the person foreclosed upon; but if such sum should prove uncollectible, then it shall be deemed to be a Common Expense, and shall be shared among the Owners in the same manner as other Common Expenses are shared.

Upon the timely curing of any default for which a Notice of Default was filed by the Association, the officers of the Association are hereby authorized to record an appropriate release of such lien in the Official Records.

(c) (c) **Subordination to Certain Mortgages.** The lien provided for herein shall be prior to all encumbrances made by an Owner or imposed by legal process upon any Owner

except taxes, bonds, assessments and other levies which by law are prior thereto, whether the notice of lien is recorded prior or subsequent to any such encumbrances, except that the lien provided for herein shall be subordinate to the lien of any First Mortgage. The sale or transfer of any Unit shall not defeat or affect the lien provided for herein; provided, however, that the sale or transfer of any such interest which is subject to any First Mortgage pursuant to a foreclosure under such First Mortgage shall extinguish the lien provided for herein as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Unit or the purchaser thereof from liability for any Assessment(s) thereafter becoming due or from the lien thereof.

Article 12

DEANNEXATION

Section 12.1 Section 12.1 **Deannexation.** Prior to the Close of Escrow of any Cottage Unit, the Declarant may deannex such Unit.

Article 13

MORTGAGEE PROTECTION

Section 13.1 Section 13.1 **Priority of Mortgage Encumbrance.** No breach of the covenants, conditions or restrictions shall affect, impair, defeat or render invalid the lien or charge of any Mortgage encumbering any portion of the Covered Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or otherwise, with respect to such portion of the Covered Property.

Section 13.2 Section 13.2 **Curing Defaults.** A Mortgagee, or its transferee of such Mortgagee shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type which is not practical or feasible to cure.

Section 13.3 Section 13.3 **Resale.** It is intended that any Mortgage to facilitate the resale of any Unit after judicial foreclosure is a loan made in good faith and for value and the Mortgagee shall be entitled to all of the rights and protections afforded to other Mortgagees.

Section 13.4 Section 13.4 **Conflicts.** In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

Article 14

GENERAL PROVISIONS

Section 14.1 Section 14.1 **Enforcement.**

(a) The Declarant shall have the right, but not the obligation, and/or any other Owner shall have the right of action against any Owner to enforce, as provided in Article XV

below, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration, or any amendment thereto, including the right to prevent the violation of such restrictions, conditions, covenants, or reservations and the right to recover damages or other amounts for such violation; and

(a) (b) Each Owner by the acceptance of the deed or other conveyance of his or her Unit, whether or not it shall be so expressed in any such deed or other instrument, acknowledges and agrees that:

(i) the Covered Property is in close proximity to the Hotel and Hotel Improvements and related facilities and amenities; and

(ii) the quality of the maintenance of the Covered Property will impact the value, attractiveness and desirability of the Hotel and Hotel Improvement and amenities.

Section 14.2 Section 14.2 **No Waiver.** Failure by Declarant, Association or any Owner to enforce any covenant, condition, restriction or reservation contained in this Declaration in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition, restriction and reservation.

Section 14.3 Section 14.3 **Cumulative Remedies.** All rights, options and remedies of Declarant, Association and the Owners or Mortgagees under this Declaration are cumulative, and no one of them shall be exclusive of any other, and Declarant, Association the Owners and the Mortgagees shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

Section 14.4 Section 14.4 **Severability.** Invalidation of any one or a portion of these covenants, conditions, restrictions or reservations by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 14.5 Section 14.5 **Term.** The covenants, conditions and restrictions of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Declarant, Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by not less than a Super Majority of the then Owners has been recorded agreeing to terminate said covenants, conditions and restrictions.

Section 14.6 Section 14.6 **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract and for the maintenance of the Covered Property. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 14.7 Section 14.7 **Singular Includes Plural.** Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

Section 14.8 Section 14.8 **Nuisance.** The result of every act or omission where any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a private nuisance, shall be applicable against every such result, and may be exercised by the Declarant, Association or any Owner. Such remedy shall be deemed cumulative and not exclusive.

Section 14.9 Section 14.9 **Attorneys' Fees.** In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorneys' fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

Section 14.10 Section 14.10 **Notices.** Any notice to be given to an Owner or to Declarant under the provisions of this Declaration shall be in writing and shall be deemed to have been properly delivered when directed to such addressee at the address indicated below and placed in the first class United States mail, postage prepaid. Notice shall also be deemed to have been properly delivered when personally delivered or delivered to a common carrier for personal delivery to the addressee, or delivered to a person giving such notice by electronic means. Any such notice shall be directed to the address of the party to whom intended as follows:

If to Declarant:	To the business office of the Declarant which is: Williams Bay Property Company, LLC __ Constance Boulevard Village of Williams Bay, Geneva Lake, Wisconsin 53191 Attention: Legal Department
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If to Owner:	To the street address of the Unit of such Owner. Notice to co-Owners may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivery on all such co-Owners.
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Section 14.11 Section 14.11 **Effect of Declaration.** This Declaration is made for the purposes set forth in the Recitals to this Declaration and Declarant makes no warranties or representations, express or implied as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

Section 14.12 Section 14.12 **Personal Covenant.** To the extent the acceptance or conveyance of a Unit creates a personal covenant between the Owner of such Unit and Declarant or other Owners, such personal covenant shall terminate and be of no further force or effect from or after the date when a person or entity ceases to be an Owner.

Section 14.13 **Section 14.13 Nonliability of Officials.** To the fullest extent permitted by law, the Declarant and Association shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such committees or persons reasonably believed to be the scope of their duties.

Section 14.14 **Section 14.14 Construction By Declarant.** Nothing in this Declaration shall limit the right of Declarant to alter any Unit still owned by Declarant or to construct such additional Improvements as Declarant deems advisable prior to completion of Improvements upon and sale of the entire Covered Property. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Covered Property such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall repair any damage to and complete any restoration of the Covered Property caused or necessitated by such activities of Declarant within a reasonable time after the occurrence of such damage or need for restoration. This Declaration shall not limit the right of Declarant at any time prior to Close of Escrow to establish on the Covered Property additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Covered Property. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the Owners' rights to use and enjoy the Covered Property.

Section 14.15 **Section 14.15 Special Rights.** Declarant shall not be subject to any provisions of this Declaration pertaining to use restrictions. In addition, prior to the Conversion Date, the written approval of the Declarant shall be required to amend any provision of this Declaration.

Section 14.16 **Section 14.16 Inapplicability to Government Property.** The provisions of this Declaration shall not be applicable to any portion of the Covered Property owned by a Public Agency and held for a public purpose, but shall apply to any Unit owned by a Public Agency that is used for a residential purpose.

Section 14.17 **Section 14.17 Facilities, Events and Activities on the Hotel Property.** The Hotel Unit, Hotel Limited Common Elements, and Hotel Improvements (collectively, the "**Hotel Property**") includes but is not limited to the main Lodge, Guest Services building, the Mabel Cratty Activity Center, the Weidensall Restaurant, the Boathouse, the Spa, Outdoor Pool and Maintenance Building, and other areas such as hotel rooms, banquet facilities, retail shops, courtyards, roadways, parking lots, walkways, landscaping and related facilities that: (i) may host activities and provide entertainment, including private parties and functions, indoor and outdoor performance events, and sports events; and (ii) may require construction, maintenance and operations incident thereto (collectively, "**Hotel Events and Activities**"), which may be in close proximity to the Cottage Units and Cottage Limited Common Elements

Each Cottage Unit Owner, for himself or herself, and for their respective invitees, personal representatives, assigns, heirs and next of kin, agents, employees (collectively, the “**Related Parties**”):

(a) acknowledge the potential for nuisances created by or arising from the Hotel Property in connection with any of the Hotel Events and Activities or permanent Hotel Improvement;

(b) acknowledge that the Declarant has no obligation or right to regulate or control the Hotel Property, in any way or manner. The Owner of the Hotel Unit has the unilateral right to install any trees or other landscaping or construct any Hotel Improvements at any location within the Hotel Property;

(a) (c) acknowledge and agree that Declarant makes no warranties or representations that the Hotel Property will be maintained and operated in the manner that existed or was contemplated at the time of the purchase of a Cottage Unit by an Owner; and

(b) (d) acknowledge and agree that the Hotel Property is separate from the Cottage Units and Cottage Common Elements, and that no Owner shall have any special right or privilege to enter upon or use the Hotel Property, other than pursuant to such terms and conditions as are offered in club or membership license for a fee, which license or membership may also be offered to members of the general public from time to time.

(c) (e) assume the risk of any property damage, personal injury or death and/or creation or maintenance of a trespass or nuisance created by or arising in connection with the Hotel Property or Hotel Events and Activities (collectively, “**Assumed Risks**”);

(d) (f) release, waive, discharge, and covenant not to sue, and agree to indemnify and to hold harmless (i) Declarant, (ii) the Owner of the Hotel Unit and Hotel Improvements, and (iii) their respective directors, shareholders, affiliates, agents and employees (collectively, the “**Released Parties**”), and each of them, from any and all liability to the Related Parties for any losses, costs (including, without limitation, attorneys’ fees), claims, demands, suits, judgments or other obligations arising out of or connected with any of the Assumed Risks, whether caused by the negligence of the Released Parties or otherwise;

Section 14.18 **Noise and Hazards.** Each Cottage Unit Owner acknowledges that such Owner has specifically considered the exposure and potential exposure of their Cottage Unit to noise and hazards from activities that may occur and conditions that exist outside of the boundaries of the Covered Property and that, in purchasing their Cottage Unit, the Cottage Unit Owner thereof is not relying on any statements made by Declarant or its representatives respecting such exposure. Purely as examples, and without limiting the generality of this disclaimer, the Covered Property may be subject to, and each Owner’s purchase of a Cottage Unit is made in full expectation of, noise and hazards being generated from the following:

(a) (a) highways in the vicinity of the Cottage Units;

- (b) over-flights of general aviation aircraft;
- (b) (c) air-conditioning compressors located near the Cottage Units, Hotel Units or any Hotel Property; and
- (c) (d) maintenance of and activities and use of any adjacent property or property in which the Association has an easement right.

Section 14.19 Section 14.19 Construction and Sales Activity by Declarant. Each Cottage Unit Owner acknowledges that Declarant shall conduct construction and sales activities in connection with the development and construction of the Cottage Units, including, but not limited to, special events, receptions, and open house models of Cottage Units.

Section 14.20 Section 14.20 View. Each Cottage Unit Owner acknowledges that any construction or improvement by Declarant, or the Owner of the Hotel Unit may change, impair, obstruct or otherwise affect any view that a Cottage Unit Owner may have enjoyed at the time of the purchase of a Cottage Unit. Declarant does not guarantee that any views that a Cottage Unit Owner may have enjoyed will not be impaired or obstructed in the future by changes to other property. Each Cottage Unit Owner further acknowledges that any rights acquired do not include the preservation of any view and further consents to such obstruction and/or impairment. No representations or warranties of any kind, express or implied, have been given by Declarant, or its officers, employees, partners, subsidiaries, affiliated companies, or directors and agents or any of them in connection with the preservation of views and Cottage Unit Owner agrees to hold Declarant, the Owner of the Hotel Unit and all of their officers, employees, partners, shareholders, subsidiaries, affiliated companies, and directors and agents or any of them, free of liability from such damages, costs, expenses or charges incurred in connection therewith, such as, but not limited to, attorneys' fees and court costs and costs arising from any changes, obstruction or impairment of the view from any Owner's Cottage Unit.

Section 14.21 Section 14.21 Fire and Casualty Insurance. Each Cottage Unit Owner and Hotel Unit Owner is responsible for obtaining a fire and casualty insurance policy on their respective Cottage Unit insuring their respective Cottage Unit and Hotel Unit and Owner's personal property against loss by fire or other casualty and to carry public liability insurance covering the Cottage Unit and Hotel Unit Owner's individual liability.

Section 14.22 Section 14.22 Private Sewer Restrictions. Each Cottage Unit Owner and Hotel Unit Owner acknowledges, understands, and accepts the following covenants, conditions, and restrictions conditioned by the Walworth Wastewater District ("WWD") for allowance of exception for use of multi-unit sewer laterals requested by Cottage Unit Owner or Hotel Unit Owner on the Covered Property:

- (a) (a) Ownership and maintenance of all individual-home and multi-unit sewer laterals ("**Private Sewer Facilities**") shall remain with Owner(s).
- (b) (b) Private Sewer Facilities shall not be dedicated to WWD, nor shall WWD accept or be liable for ownership or maintenance of private sewer facilities.

(c) (c) Each Owner individually and all Owners jointly, are liable and responsible for design, construction, operation, maintenance, repair and replacement of Private Sewer Facilities.

(d) (d) Owners shall acknowledge that multi-unit laterals inherently allow the possibility of one living unit causing downstream sewer lateral blockage that affects other upstream living units connected to the same lateral. Owners shall be jointly responsible for any and all maintenance and damage caused by sewer lateral blockage regardless of cause.

(e) (e) Owners individually and jointly shall indemnify the WWD Board of Directors, staff, and consultants from any and all claims related to Private Sewer Facilities and multi-unit laterals for any and all causes.

Section 14.23 Section 14.23 **No Public Right of Dedication.** Nothing in this Declaration is a gift or dedication of all or any part of the Covered Property to the public, or for any public use.

Section 14.24 Section 14.24 **Public Access.** In accordance with certain conditions of approval imposed by the Village in connection with the development of the Project, certain portions of the Project may be available for use by members of the general public.

Section 14.25 Section 14.25 **Priorities and Inconsistencies.** If there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-laws of the Association, the terms and provisions of this Declaration shall prevail.

Section 14.26 Section 14.26 **No Representations or Warranties; Not An Enhanced Protection Agreement.** No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Covered Property or any portion of the Covered Property, or any Improvement thereon, its physical conditions, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Declaration and except as may be filed from time to time with any applicable governmental authority. Nothing in this Declaration shall be construed to be an enhanced protection agreement.

Section 14.27 Section 14.27 **Disclosures.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit or other portion of the Covered Property agrees to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Covered Property. Each Owner, by acceptance of a deed or other conveyance of a Unit, whether or not it shall be so expressed in any such deed or other instrument, acknowledges and understands the following:

(a) (a) **Post Tension Concrete Slabs** Concrete slabs within the Covered Property may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is commonly known as a "Post Tension Slab." Cutting into a Post Tension Slab for any reason (e.g., to install a floor safe, to remodel plumbing,

etc.) is very hazardous and may result in serious damage to the Unit or Cottage and/or personal injury. All Owners shall determine if their Unit has been constructed with a Post Tension Slab and, if so agree: (1) they shall not cut into or otherwise tamper with the Post Tension Slab; (2) will not permit or allow any other person to cut into or tamper with the Post Tension Slab so long as Owner owns any interest in the Unit; (3) they shall disclose the existence of the Post Tension Slab to any person who rents, leases or purchases the Unit from Owner; and (4) they shall indemnify and hold Declarant, and its officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by such Owner.

(b) (b) **Proto-II Wall Disclosure.** Each Owner acknowledges and understands that some Covered Property walls may be a type of masonry fencing known as "Proto-II" walls. Although Proto-II walls typically look the same as conventional masonry fencing, the method of construction differs. Conventional masonry walls are built with rigid vertical and horizontal sleeves of rebar and grout to provide strength and stability to the wall. Proto-II walls, on the other hand, are constructed using high strength steel post-tensioning rods inside the footings and wall to induce tightness (tension) throughout the footings and wall. Because of the presence of post-tension rods within the structure of the wall, it is imperative that Owners contact a professional Proto-II wall installer before undertaking any structural repair of the Proto-II walls. By accepting conveyance of a Unit, each Owner specifically covenants and agrees (i) to engage the services of a Proto-II wall professional in connection with any structural work on the Proto-II wall; (ii) to disclose the existence of the Proto-II wall to any lessee, tenant, or subsequent purchaser; and (iii) Declarant shall not be responsible for any damage or injury resulting from or arising in connection with the alteration of the Proto-II wall by Owner or any employee, agent, family member or representative of Owner.

Article 15

DISPUTE RESOLUTION

Section 15.1 Section 15.1 Alternative Dispute Resolution.

(a) (a) **Alternative Dispute Resolution of Assessment Disputes.** Disputes between an Owner and the Association regarding Assessments imposed by the Association may be submitted to alternative dispute resolution in accordance with if such Owner pays in full (i) the amount of the Assessment in dispute, (ii) any late charges, (iii) any interest, and (iv) all fees and costs associated with the preparation and filing of a notice of the delinquent Assessment (including mailing costs and attorneys fees not to exceed the maximum amount allowed by law), and states by written notice that such amount is paid under protest, and the written notice is mailed by certified mail not more than thirty (30) days from the recording of a notice of delinquent Assessment. Upon receipt of such written notice, the Association shall inform the Owner in writing if applicable law requires a dispute be resolved through alternative dispute resolution. The right of any Owner to utilize alternative dispute resolution under this Section may not be exercised more than two times in any single calendar year, and not more than three times within any five (5) calendar years. Nothing within this Section shall preclude any Owner and the Association, upon mutual agreement, from entering into alternative dispute resolution in excess of the limits set forth

herein. An Owner may request and be awarded through alternative dispute resolution reasonable interest to be paid by the Association for the total amount paid under items (i) through (iv) above, if it is determined that the Assessment levied by the Association was not correctly levied.

(b) **Notice of Noncompliance.** After notice and a hearing, the Board may direct the officers of the Association to record a notice of noncompliance against a Unit Owner that has violated any provision of this Declaration. The notice shall include a legal description of the Unit and shall specify the provision of this Declaration that was violated, the violation committed, and the steps required to remedy the noncompliance. Once the noncompliance is remedied or the noncomplying Owner has taken such other steps as reasonably required by the Board, the Board shall direct the officers of the Association to record a notice that the noncompliance has been remedied.

(c) **Limitation on Expenditures.** The Association may not incur litigation expenses, including without limitation attorneys' fees, or borrow money to fund litigation, where the Association initiates legal proceedings or is joined as a plaintiff in legal proceedings, unless the Association first obtains the Consent of at least a Super -Majority of Members (excluding the voting power of any Owner who would be a defendant in such proceedings). Such approval is not necessary if the legal proceedings are initiated (i) to enforce the use restrictions contained in Article VI, (ii) to collect any unpaid Assessments levied pursuant to this Declaration, (iii) for a claim, the total value of which is less than five hundred thousand dollars (\$500,000), or (iv) as a cross-complaint in litigation to which the Association is already a party. If the Association decides to use or transfer funds from the Reserve Account or borrow funds to pay for any litigation, such notice shall provide an explanation of why the litigation is being initiated or defended, why General Account funds cannot be used, how and when the funds in the Reserve Account will be replaced or the loan will be repaid, and a proposed budget for the litigation. The notice must state that the Members have a right to review an accounting for the litigation which will be available at the Association's office. The accounting shall be updated monthly.

Section 15.2 Section 15.2 Resolution of Disputes.

(a) **Utilization of Alternative Dispute Resolution Procedures.** The Association, each Owner of a Unit, and Declarant, for and on behalf of itself and all of the "**Declarant Parties**" as defined below), acknowledge and agree that the utilization of alternative dispute resolution ("**ADR**") procedures (including, without limitation, mediation, arbitration and judicial reference) pursuant to this Declaration in lieu of traditional civil litigation is in accordance with the philosophy and intent of the Federal Arbitration Act (9 U.S.C. Sections 1 through 16) which is designed to encourage the use of alternative methods of dispute resolution that avoid costly and potentially lengthy traditional court proceedings. Parties interpreting this Section shall follow the federal court rulings which provide, without limitation, that the Federal Arbitration Act (i) is a congressional declaration of a liberal federal policy favoring arbitration agreements as an alternative dispute resolution procedure, notwithstanding substantive or procedural state policies to the contrary; (ii) requires that federal and state courts rigorously enforce agreements to arbitrate; (iii) requires the scope of this alternative dispute resolution Section be interpreted broadly in favor of arbitration; and (iv) requires disputes over whether an issue is arbitrable be resolved in favor of arbitration. Specifically, this Section is to be interpreted in accordance with federal court rulings.

References herein to Wisconsin Statutes are not intended to be, and shall not be interpreted to be, a waiver of rights created under the Federal Arbitration Act. For purposes of this Section, the term **“Declarant Parties”** means and collectively refers to the Declarant, its members, managers, and each of their respective members, managers, shareholders, directors, officers and employees, and the term **“Declarant Party”** refers to any of the foregoing individually.

(b) (b) **Authority of the Board of Directors Regarding Resolution of Disputes.**

The Board, for and on behalf of the Association, is authorized and empowered to initiate, defend, join in, settle and pay costs and expenses incurred in connection with any legal proceedings (including any ADR proceedings), as the Board, in its sole discretion, deems appropriate in connection with any dispute between or among: (1) the Association; (2) the Association and any Owner(s) (3) the Association and any of the Declarant Parties: (4) the Association and any other person or entity; (5) any Owner and any of the Declarant Parties: and (6) any Owner and another Owner. Such disputes may pertain to, among other things, (i) the interpretation and/or enforcement of the provisions of this Declaration: (ii) damage to any Improvements to the Covered Property; and (iii) damage to the Units which arises out of, or is integrally related to, any damage to the Covered Property. The Board is also authorized and empowered to perform any act reasonably necessary to resolve any such dispute through ADR proceedings.

(c) **Disputes Involving the Declarant, the Association, the Covered Property.** Except where prohibited by law and except as otherwise expressly set forth herein, all disputes that involve in any way or to any extent the Declarant, the Association and/or the Covered Property shall be resolved in accordance with the judicial reference provisions set forth below. Notwithstanding the foregoing, any disputes between the Association and any Owner regarding delinquent Assessments may be resolved as provided elsewhere in this Declaration (including, without limitation, the commencement of a civil action for judicial foreclosure of the assessment lien). Additionally, any dispute between the Association and the Declarant regarding the enforcement of a completion bond for the Covered Property shall be resolved in accordance with the instructions accompanying such completion bond and with the provisions of the Section of this Declaration entitled “Enforcement of Certain Bonded Obligations.”

(c) (d) **Class Action and Other Disputes; Alternative Dispute Resolution.**

Before commencing any legal proceedings to commence a class action, the Association and each Owner may agree to alternate dispute resolution (“ADR”). If the parties to such dispute are unable to resolve the dispute by ADR, the parties shall resolve the dispute by judicial reference.

(d) (e) **Judicial Reference.** All disputes required to be resolved by judicial reference as provided herein, and any other unresolved dispute that the parties desire to resolve by judicial reference pursuant to applicable law, shall be submitted to general judicial reference pursuant to applicable law. The parties to the dispute shall cooperate in the judicial reference proceedings. The referee (**“Referee”**) shall have the authority to try, and shall try, all issues, whether of fact or law, including, without limitation, the validity, scope and enforceability of these dispute resolution procedures, and shall report a statement of decision to the court. The judicial reference proceedings shall be conducted pursuant to procedures specified by the selected Referee and set forth herein, provided that the following rules and procedures shall apply in all cases unless all parties agree otherwise in writing:

(i) The parties shall agree upon a single Referee within (10) days of receipt by any party of a written request to resolve such dispute by judicial reference. If the parties are unable to agree upon a Referee within such ten (10) day period, then any party may thereafter seek to have a Referee appointed under applicable law. If the Referee is appointed by court, the Referee shall be a neutral and impartial retired judge with substantial experience in relevant matters from Judicial Arbitration and Mediation Service (“JAMS”), the American Arbitration Association (“AAA”) or similar mediation/arbitration entity. The proposed Referee may be challenged for any of the grounds listed in the applicable rules for judicial reference.

(ii) The judicial reference proceedings shall proceed without a jury, and the parties acknowledge and agree that they are waiving any and all rights to a jury trial.

(iii) The parties shall be entitled to conduct all discovery as provided in applicable law, and the Referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge, with rights to regulate discovery and to issue and/or enforce subpoenas, protective orders or other limitations on discovery available under applicable law.

(iv) The judicial reference proceedings shall be conducted in accordance with Wisconsin law (including the rules of evidence), and in all regards the Referee shall follow Wisconsin law as applicable at the time of the reference proceedings. The Referee may issue any remedy or relief, other than punitive damages, which the courts of the State of Wisconsin could issue if presented the same circumstances, and the Referee shall follow and otherwise employ the standards for issuing such relief as defined by Wisconsin law. The Referee may require one or more pre-hearing conferences. A stenographic record of the proceedings shall be made. The Referee’s statement of decision shall contain findings of fact and conclusions of law to the extent applicable. The Referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge. The statement of decision of the Referee upon all of the issues considered by the Referee shall be binding upon the parties, subject to rights of appeal as provided below, and upon filing of the statement of decision with the clerk of any court of the State of Wisconsin having jurisdiction thereof, or with the judge where there is no clerk, judgment may be entered thereon in the same manner as if the action had been tried by the court. The judgment and decision of the Referee shall be appealable in the same manner and subject to the same rules as if rendered by the court.

(v) If a dispute involves parties other than those listed in this Section, this provision shall be interpreted to bring such third-party disputes into the general reference procedure prescribed herein to the extent permitted by law and by the provisions of this Declaration. All parties shall cooperate in good faith to ensure that necessary and appropriate parties are included in the judicial reference proceeding. Declarant shall not be required to participate in the judicial reference proceedings if all parties against whom Declarant has necessary or permissive cross-claims or counterclaims, including, without limitation, other Declarant Parties, will not or cannot be joined in the judicial reference

proceeding, such that Declarant would be forced to litigate in multiple forums or potentially face inconsistent rulings.

(vi) The exclusive venue for all judicial reference proceedings shall be in the County, unless all parties agree to a different location; and

(vii) Except where attorneys' fees are awarded as an element of sanctions or pursuant to a written agreement, the parties shall bear their own attorneys' fees in any proceedings conducted hereunder. In any dispute involving Declarant on the one hand, and the Association, or an Owner on the other hand, the Association, or the Owner shall advance an amount equal to the cost of filing a civil action for the same claim in the appropriate state court in the County, and Declarant shall advance the initiation/filing fees in excess of the amount advanced by the Association or the Owner. Unless otherwise agreed to by the parties or ordered by the Referee, all other costs and fees of the proceedings shall be advanced equally by the parties to the proceedings. For all disputes not involving the Declarant, the initiation/filing fees and all other costs and fees of the proceedings shall be advanced equally by each party to the proceedings (unless otherwise agreed among the parties or ordered by the Referee). In all cases, the costs and fees (including, without limitation, the initiation/filing fees, but excluding attorneys' fees) of such judicial reference proceedings shall ultimately be borne as determined by the Referee in his or her discretion as the interests of justice dictate. The Referee may award litigation costs to the prevailing party.

Section 15.3 Section 15.3 **Waivers.**

(a) (a) **WAIVER OF COURT AND JURY TRIAL.** AS TO ALL DISPUTES SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION PROVISIONS SET FORTH OR REFERENCED IN THIS SECTION, THE ASSOCIATION, EACH OWNER AND THE DECLARANT PARTIES WAIVE ANY RIGHTS TO JURY TRIAL, APPEAL AND OTHER CIVIL LITIGATION PROCEEDINGS FOR SUCH DISPUTES, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH OR REFERENCED HEREIN. IN THE EVENT ANY OF THE PROCEDURES SET FORTH OR REFERENCED HEREIN ARE DETERMINED TO BE INVALID OR UNENFORCEABLE, IN WHOLE OR IN MATERIAL PART, SUCH THAT THE RESOLUTION OF THE DISPUTE SHALL PROCEED BY WAY OF CIVIL LITIGATION PROCEEDINGS, THE ASSOCIATION, EACH OWNER AND THE DECLARANT PARTIES NONETHELESS WAIVE THE RIGHT TO JURY TRIAL WITH RESPECT TO SUCH DISPUTE.

(b) **WAIVER OF PUNITIVE DAMAGES.** AS TO ALL DISPUTES SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION PROVISIONS SET FORTH OR REFERENCED IN THIS SECTION, THE ASSOCIATION, EACH OWNER AND THE DECLARANT PARTIES WAIVE ANY RIGHTS TO PUNITIVE OR EXEMPLARY DAMAGES

Section 15.4 **Name and Address of Registered Agent.** The name and address of the Registered Agent for service of process is: _____
_____.

Article 16

AMENDMENT PROVISIONS

Section 16.1 Amendment by Owners.

(a) **Prior to Close of Escrow.** In addition to the right of the Declarant to deannex any Unit on which a Close of Escrow has not occurred, Declarant shall also have the right to cancel, amend or modify this Declaration until such time as a Close of Escrow has occurred. Any such cancellation, amendment or modification of this Declaration shall be effective when executed by Declarant, and, if any portion of the Covered Property is owned by any persons or entities other than Declarant, by such Owner(s) of the Covered Property.

(b) **After Close of Escrow.** After a Close of Escrow has occurred, the Declaration may only be amended as follows:

(i) By the Declarant at any time and from time to time if the changes are made to correct any scrivener error or to comply with applicable law, provided that such changes will not have a material adverse effect upon the rights, duties and obligations of the Owners; or

(ii) By the Declarant while it is still a Class B Member as may be required by any lending institution, title insurance company, public body, or as may be necessary to comply with the lawful requirements of any jurisdiction in which Units are offered for sale, sold or used, or to facilitate the operation and management of the Covered Property; provided, however, that no amendment to this Declaration may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to a Unit or change the proportion or percentage by which an Owner votes, shares the costs of operation, or otherwise materially and adversely affects the rights or obligations of an Owner unless such amendment is also approved by at least a majority of the Members of the Association.

Any amendment to this Declaration under (i) or (ii) above shall be executed solely by the Declarant, setting forth in full the text of such amendment, and the appropriate recording data of this Declaration, and shall become effective upon the recording of said instrument in the Official Records.

(iii) At any time after the Conversion Date by two (2) officers of the Association provided that such amendment has first been approved with the Consent of a Majority of Members. Such amendments shall become effective upon the recording of said instrument in the Official Records if approved by a Majority Vote of the Members.

Section 16.2 Declarant's Approval. Notwithstanding any other provisions of this Declaration, this Declaration cannot be amended without the prior written approval of the Declarant for the later of ten (10) years after the Close of Escrow of the last Cottage Unit in the Covered Property. Any modification or elimination of this Section shall likewise require the prior written approval of the Declarant.

Section 16.3 Approval by Village. Notwithstanding any other provisions of this Declaration, the Declaration cannot be amended, except as provided in section 16.1 (b) (i), without prior written approval of the Village Board of the Village of Williams Bay if the amendment shall cause the Covered Property to violate any lawful requirements of the Village then applicable to the Covered Property. Proposed amendments shall be filed with the Village Clerk for a determination by the Village Board regarding whether its written approval is required. No later than 30 days from the date of filing of the proposed amendments, the Village Board shall provide the Association with its determination. Failure of the Village Board to act within 30 days shall be interpreted as a determination that Village Board written approval is not required. A lawful requirement of the Village includes, but is not limited to, a proposed amendment to the Declaration which would increase the number of Cottage Units. Such proposed amendment would require written approval of the Village Board after applying the procedure for review set forth in §390-0709H.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

WILLIAMS BAY PROPERTY COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: William V. Krehbiel
Its: Managing Member

CONSENT BY MORTGAGEE:

By: _____
Name: _____
Title: _____
Bank: _____

STATE OF WISCONSIN)
VILLAGE OF WILLIAMS BAY) ss
COUNTY OF WALWORTH)

On _____ before me, _____,
Notary Public, personally appeared _____
and _____, personally known to me to
be the persons whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the persons, or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

(SEAL)

Village of Williams Bay, WI

Chapter 205. Housing Standards and Rental Property

Article III. Short-Term Rental of Residential Dwellings

[Adopted as § 2.12 of the 2011 Code; amended in its entirety 8-20-2018 by Ord. No. 2018-8]

§ 205-25. Definitions.

As used in this article, the following terms shall have the meanings indicated:

DESIGNATED OPERATOR

An individual who is available to respond to the Police Department or Village Hall within one hour and resolve issues within two hours in the event of an emergency or complaint to the Village Police Department. The designated operator must reside within 30 miles of the property.

OCCUPANT

A person who rents a short-term rental.

RENTAL BOOKING PERIOD

The date between one rental and the next rental.

RESIDENTIAL DWELLING

Any building, structure or part of the building or structure that is used or intended to be used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, to the exclusion of all others.

SHORT-TERM RENTAL

A residential dwelling offered or occupied for rent for a fee or similar consideration for more than six but fewer than 30 consecutive days.

§ 205-26. License required.

Any person who maintains, manages, or operates a short-term rental for more than 10 nights in a calendar year shall obtain a license under this article. No such person shall advertise, market, or list a property as a short-term rental prior to obtaining a license. All advertisements and listings must display the Village short-term rental license number and include the name and contact information of the property owner or designated agent. The license holder shall provide the Village with a list of all websites, platforms, and publications where the property is advertised. Proof of the license and property rules shall be posted conspicuously near the front door at all times while the property is rented and made available upon request for inspection.

§ 205-27. Applicability.

This article shall apply to all short-term rentals but shall not apply to a full month rental in the month of February. In addition, this article shall not apply to facilities approved as a hotel, motel, rooming house, lodging, lodging house or bed-and-breakfast.

§ 205-28. Occupancy.

Occupancy is limited to the number of occupants authorized by the state tourist rooming house license issued by the State of Wisconsin, Department of Agriculture, Trade and Consumer Protection, in accordance with Wisconsin Administrative Code Chapter ATCP 72 and all successor regulations.

§ 205-29. Booking Period.

A rental booking period cannot begin less than eight days from the beginning of the previous rental booking period, nor less than one day from the end of the previous rental booking period. For example, if a rental begins on July 1, the earliest the next rental could begin is July 8.

§ 205-30. Parking.

A minimum of two parking spaces shall be provided for each short-term rental. No more than one vehicle per bedroom shall be permitted. No parking is permitted on lawns. No on-street parking for renters will be allowed. Parking may be provided off site. Parking spaces must meet the standards set forth in Chapter 390, Zoning, of the Code of the Village of Williams Bay. No recreational vehicle, camper, tent, or other temporary lodging arrangement to accommodate guests shall be permitted.

§ 205-31. Solid waste disposal.

Solid waste disposal practices must meet the standards set forth in Chapter 308 Solid Waste and Recycling, of the Code of the Village of Williams Bay with specific attention to §308-22 A and B regarding collection carts and C which states that "No solid waste and recyclables shall be placed as herein required at the specified collection point sooner than 24 hours prior to the regularly scheduled collection time or be allowed to remain at the curb longer than 12 hours thereafter.

§ 205-32. Guest registry.

Each license holder shall keep a registry of all guests including their names, addresses, phone numbers, and dates of stay. The registry shall be submitted quarterly to the Clerk with written certification by the property owner of guest registration and compliance (even if no room tax form is submitted for that quarter). The registry shall also be made available upon request by the Code Enforcement Officer or Clerk. The license holder shall maintain the above stated information for a period of not less than two years (current year and prior year).

§ 205-33. Events and parties.

No outdoor events, parties, gatherings, or celebrations (including but not limited to weddings, graduations, reunions, bachelor parties, etc.) beyond the normal occupancy of the property shall be permitted at any short-term rental.

§ 205-34. Insurance.

All short-term rental properties must maintain valid property and liability insurance. Proof of insurance must be provided with the initial license application and updated annually upon renewal.

§ 205-35. Property rules.

A list of property rules must be posted at the property near the front door and provided to the occupants and a copy submitted with the application for a license. The property owner must also share property rules with all property owners within 500 feet of the short-term rental property. Property rules must include the following minimum information:

- A. Maximum occupancy of the property.
- B. Contact information for the designated operator.
- C. Where to park.
- D. Quiet hours of 10:00 p.m. to 7:00 a.m.
- E. Pet policy: no more than three pets are allowed at the property.
- F. No outdoor events as described in §205-33.
- G. Outdoor burning regulations.
- H. Non-emergency contact information for law enforcement and fire.
- I. What to do with the garbage after the rental period is ended.
- J. Copy of the State of Wisconsin tourist rooming house license.
- K. Copy of the Village short-term rental license.
- L. Copy of the boating regulations if the property is located adjacent to a lakeshore.

§ 205-36. License application and fees.

Any property owner or person having a contractual interest in any residential dwelling in the Village must file an application for a license to offer for rent a short-term rental with the Clerk at least 45 days in advance of the date the property is first offered for rent on forms furnished by the Clerk.

- A. The application shall include the following:
 - (1) Address and tax key of the residential dwelling.
 - (2) Names and addresses of the applicant, owner of the dwelling, or promoter or sponsor.
 - (3) Copy of State of Wisconsin tourist rooming house license.
 - (4) Copy of Wisconsin Department of Revenue Seller's Permit.
 - (5) Name, address, and 24-hour phone number of a designated operator for the property, along with a copy of the management contract.
 - (6) Proposed occupancy for the dwelling as approved by State of Wisconsin tourist rooming house license.
 - (7) Floor plan of all floors to be occupied in the dwelling, drawn neatly and accurately with dimensions clearly shown.
 - (8) Site plan drawn neatly and accurately of the parcel including, but not limited to, lot lines, parking, and location of garbage collection areas.
 - (9) Copy of property rules.
 - (10) Schedule for refuse pickup and name of refuse hauler if other than refuse hauler retained by the Village.
 - (11) Proof of adequate sanitation facilities.
 - (12) Proof of valid property and liability insurance.
 - (13) Mandatory building and fire inspection report showing compliance with all applicable codes.
 - (14) Confirmation of KNOX box installation for emergency entry by fire and police personnel.
- B. Any changes in ownership of the property or designated operator shall be forwarded to the Clerk within 10 days of the change.
- C. Once approved, each license shall be valid for up to one year from July 1 until the following June 30. If a license is granted after April 1 of a license year, the license will be valid until June 30 of the following year. The license renewal application

and fees are due 45 days before the license expires. A late fee of \$250 shall be assessed for any renewal application submitted after the 45-day deadline.

D. Annual inspections are required for license renewal.

§ 205-37. License fee schedule.

The license application fees shall be established by resolution of the Village Board in a fee schedule, which may be modified from time to time. The fees shall be related to costs involved in the processing of license applications, reviewing plans, conducting inspections and documentation. A schedule of the fees shall be on file with the office of the Clerk.

§ 205-38. Penalties for violations.

A. Operating without a license.

Any person operating a short-term rental without a valid license shall be subject to a forfeiture of \$1,000, plus all past due room taxes for prior rentals if not yet paid. Each day of operation without a license constitutes a separate offense. Compliance with this Article will be the responsibility of the property owner.

B. Major violations of are subject to forfeitures and license revocation.

Major violations include:

- [1] Rental marketing that does not include the license number or falsely advertises the property;
- [2] No designated operator within 30 miles of the property;
- [3] Failure to display the license number as required;
- [4] Failure to pay room tax and submit timely reporting;
- [5] Failure to pay annual license fees;
- [6] Failure to report rentals from all forms of advertising in conjunction with room tax payment;
- [7] A violation of §205-29;
- [8] Illegal activity on the property;
- [9] A violation of §205-32.

C. Each day a major violation exists constitutes a separation violation. Penalties for major violations are based on the number of major violations in a rolling 12-month period as follows:

- [1] First offense: \$250 forfeiture per day of violation plus court costs until rectified;
- [2] Second offense: \$500 forfeiture per day of violation plus court costs until rectified; 3-month suspension of license;
- [3] Third offense: \$1,000 forfeiture per day of violation plus court costs until rectified; Permanent revocation of license and no future ability to obtain a license for the property.

A reinspection by the Code Enforcement Officer and payment of the reinspection fee shall be required after any major violation before the license can be reinstated.

D. Minor violations may be caused by renters or guests of a rental.

Minor violations include noise complaints, disruptive behavior by occupants, refuse container placement or removal violations, or incident requiring law enforcement response at the scene. The first two minor violations within a 12-month period shall be upgraded to constitute one major violation. Each additional minor violation within the same 12-month period shall constitute an additional major violation.

§ 205-39. Revocation process.

- A. In addition to the penalties described in § 205-38, revocation of the license may commence when the owner of the property fails to comply with the requirements of this article and/or § 46-11, Room tax. The owner of the property shall be notified of any noncompliance by the Village Administrator or his/her designee.
- B. The owner shall correct the violation within 24 hours to the satisfaction of the Village Administrator or designee.
- C. The Village Administrator or designee may notify the Village Board of noncompliance and request permission to proceed with the revocation process.
- D. Upon scheduling of a hearing before the Village Board concerning the possible revocation, the Village Administrator or designee will notify the owner of the property at least two weeks prior to the hearing date.
- E. The Village Administrator or designee will attempt to notify all property owners located within 150 feet of the property at least two weeks prior to the public hearing.
- F. A representative of the Village shall appear at the hearing before the Village Board to present the evidence of noncompliance. All other interested parties may also give testimony to the Village Board.
- G. A written decision of the Village Board will be made and will be provided to the owner.
- H. If a license is revoked, the owner may apply for a new license after a twelve-month revocation period, except as provided by §205-38C.(3).

Village of Williams Bay, WI

Chapter 205. Housing Standards and Rental Property

Article III. Short-Term Rental of Residential Dwellings

[Adopted as § 2.12 of the 2011 Code; amended in its entirety 8-20-2018 by Ord. No. 2018-8]

NOTE: ~~Deleted text appears in red with strikethrough.~~ Inserted text appears in blue and underlined.

§ 205-25. Definitions.

As used in this article, the following terms shall have the meanings indicated:

DESIGNATED OPERATOR

An individual who is available to respond to the Police Department or Village Hall within one hour and resolve issues within two hours in the event of an emergency or complaint to the Village Police Department. The designated operator must reside within 30 miles of the property.

OCCUPANT

A person who rents a short-term rental.

RENTAL BOOKING PERIOD

The date between one rental and the next rental .

RESIDENTIAL DWELLING

Any building, structure or part of the building or structure that is used or intended to be used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, to the exclusion of all others.

SHORT-TERM RENTAL

A residential dwelling offered or occupied for rent for a fee or similar consideration for more than six but fewer than 30 consecutive days.

§ 205-26. License required.

Any person who maintains, manages, or operates a short-term rental for more than 10 nights in a calendar year shall obtain a license under this article. No such person shall advertise, market, or list a property as a short-term rental prior to obtaining a license. All advertisements and listings must display the Village short-term rental license number and include the name and contact information of the property owner or designated agent. The license holder shall provide the Village with a list of all websites, platforms, and publications where the property is advertised. Proof of the license and property rules shall be posted conspicuously near the front door ~~in a conspicuous location~~ at all times while the property is rented and made available upon request for inspection.

§ 205-27. Applicability.

This article shall apply to all short-term rentals but shall not apply to a full month rental in the month of February. In addition, this article shall not apply to facilities approved as a hotel, motel, rooming house, lodging, lodging house or bed-and-breakfast.

§ 205-28. Occupancy.

Occupancy is limited to the number of occupants authorized by the state tourist rooming house license issued by the State of Wisconsin, Department of Agriculture, Trade and Consumer Protection, in accordance with Wisconsin Administrative Code Chapter ATCP 72 and all successor regulations.

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§ 205-~~30~~31. Solid waste disposal.

Solid waste disposal practices must meet the standards set forth in Chapter 308 Solid Waste and Recycling, of the Code of the Village of Williams Bay with specific attention to §308-22 A and B regarding collection carts and C which states that “No solid waste and recyclables shall be placed as herein required at the specified collection point sooner than 24 hours prior to the regularly scheduled collection time or be allowed to remain at the curb longer than 12 hours thereafter. Adequate refuse containers shall be available to prevent accumulation or scattering of solid waste, garbage and rubbish on the ground. Refuse containers shall be no larger than two cubic yards. Refuse must be removed from the property not less than one time per week and within 24 hours of placement for pickup. Containers for refuse larger than two cubic yards which have been located on the premises prior to obtaining a license under this article may remain in place, provided that such containers are enclosed by screening which visually shields the containers from neighboring properties.

§ 205-~~31~~32. Guest registry.

Each license holder shall keep a registry of ~~the party responsible for securing the rental~~ all guests including their name~~s~~, address~~es~~, phone number~~s~~, and dates of stay ~~and number of occupants in the party~~. The registry shall be submitted quarterly to the Clerk with written certification by the property owner of guest registration and compliance (even if no room tax form is submitted for that quarter). The registry shall also be made available upon request by the Code Enforcement Officer or Clerk. The license holder shall maintain the above stated information for a period of not less than ~~one~~two years (current year and prior year) ~~from the last date of stay of the occupants.~~

§ 205-33. Events and parties.

No outdoor events, parties, gatherings, or celebrations (including but not limited to weddings, graduations, reunions, bachelor parties, etc.) beyond the normal occupancy of the property shall be permitted at any short-term rental.

§ 205-34. Insurance.

All short-term rental properties must maintain valid property and liability insurance. Proof of insurance must be provided with the initial license application and updated annually upon renewal.

§ 205-~~32~~35. Property rules.

A list of property rules must be posted at the property near the front door and provided to the occupants and a copy submitted with the application for a license. The property owner must also share property rules with all property owners within 500 feet of the short-term rental property. Property rules must include the following minimum information:

- A. Maximum occupancy of the property.
- B. Contact information for the designated operator.
- C. Where to park.
- D. Quiet hours of 10:00 p.m. to 7:00 a.m.
- E. Pet policy: no more than three pets are allowed at the property.
- F. No outdoor events as described in §205-33.
- ~~F. G.~~ Outdoor burning regulations.
- ~~G. H.~~ Non-emergency contact information for law enforcement and fire.
- ~~H. I.~~ What to do with the garbage after the rental period is ended.
- ~~I. J.~~ Copy of the State of Wisconsin tourist rooming house license.
- ~~J. K.~~ Copy of the Village short-term rental license.
- ~~K. L.~~ Copy of the boating regulations if the property is located adjacent to a lakeshore.

§ 205-~~33~~36. License application and fees.

Any property owner or person having a contractual interest in any residential dwelling in the Village ~~may~~ must file an application for a license to offer for rent a short-term rental with the Clerk at least ~~30~~45 days in advance of the date the property is first offered for rent on forms furnished by the Clerk.

- A. The application shall include the following:
 - (1) Address and tax key of the residential dwelling.
 - (2) Names and addresses of the applicant, owner of the dwelling, or promoter or sponsor.
 - (3) Copy of State of Wisconsin tourist rooming house license.
 - (4) Copy of Wisconsin Department of Revenue Seller's Permit.
 - (5) Name, address, and 24-hour phone number of a designated operator for the property, along with a copy of the management contract.
 - (6) Proposed occupancy for the dwelling as approved by State of Wisconsin tourist rooming house license.
 - (7) Floor plan of all floors to be occupied in the dwelling, drawn neatly and accurately with dimensions clearly shown.
 - (8) Site plan drawn neatly and accurately of the parcel including, but not limited to, lot lines, parking, and location of garbage collection areas.
 - (9) Copy of property rules.
 - (10) Schedule for refuse pickup and name of refuse hauler if other than refuse hauler retained by the Village.
 - (11) Proof of adequate sanitation facilities.
 - (12) Proof of valid property and liability insurance.
 - (13) Mandatory building and fire inspection report showing compliance with all applicable codes.
 - (14) Confirmation of KNOX box installation for emergency entry by fire and police personnel.
- B. Any changes in ownership of the property or designated operator shall be forwarded to the Clerk within 10 days of the change.
- C. Once approved, each license shall be valid for up to one year from July 1 until the following June 30. If a license is granted after April 1 of a license year, the license will be valid until June 30 of the following year. The license renewal application and fees are due 45 days before the license expires. A late fee of \$250 shall be assessed for any renewal application submitted after the 45-day deadline.
- D. Annual inspections are required for license renewal.

§ 205-~~34~~37. License fee schedule.

The license application fees shall be established by resolution of the Village Board in a fee schedule, which may be modified from time to time. The fees shall be related to costs involved in the processing of license applications, reviewing plans, conducting inspections and documentation. A schedule of the fees shall be on file with the office of the Clerk.

§ 205-~~35~~38. ~~Revocation~~Penalties for violations.

A. Operating without a license.

Any person operating a short-term rental without a valid license shall be subject to a forfeiture of \$1,000 , plus all past due room taxes for prior rentals if not yet paid. Each day of operation without a license constitutes a separate offense. Compliance with this Article will be the responsibility of the property owner.

B. Major violations of are subject to forfeitures and license revocation.

Major violations include:

- [1] Rental marketing that does not include the license number or falsely advertises the property;
- [2] No designated operator within 30 miles of the property;
- [3] Failure to display the license number as required;
- [4] Failure to pay room tax and submit timely reporting;
- [5] Failure to pay annual license fees;
- [6] Failure to report rentals from all forms of advertising in conjunction with room tax payment;
- [7] A violation of §205-29;
- [8] Illegal activity on the property;
- [9] A violation of §205-32.

C. Each day a major violation exists constitutes a separation violation. Penalties for major violations are based on the number of major violations in a rolling 12-month period as follows:

- [1] First offense: \$250 forfeiture per day of violation plus court costs until rectified;
- [2] Second offense: \$500 forfeiture per day of violation plus court costs until rectified; 3-month suspension of license;
- [3] Third offense: \$1,000 forfeiture per day of violation plus court costs until rectified; Permanent revocation of license and no future ability to obtain a license for the property.

A respection by the Code Enforcement Officer and payment of the reinspection fee shall be required after any major violation before the license can be reinstated. .

D. Minor violations may be caused by renters or guests of a rental.

Minor violations include noise complaints, disruptive behavior by occupants, refuse container placement or removal violations, or incident requiring law enforcement response at the scene . The first two minor violations within a 12-month period shall be upgraded to constitute one major violation. Each additional minor violation within the same 12-month period shall constitute an additional major violation.

~~Revocation of the license shall commence when the owner of the property fails to comply with the requirements of this article and/or § 46-11, Room tax, as they existed at the time of the issuance of the license.~~

§ 205-~~36~~39. Revocation process.

A. In addition to the penalties described in § 205-38, revocation of the license may commence when the owner of the property fails to comply with the requirements of this article and/or § 46-11, Room tax. The owner of the property shall be notified of any noncompliance by the Village Administrator or his/her designee.

B. The owner shall correct the violation within 24 hours to the satisfaction of the Village Administrator or designee.

C. The Village Administrator or designee may notify the Village Board of noncompliance and request permission to proceed with the revocation process.

D. Upon scheduling of a hearing before the Village Board concerning the possible revocation, the Village Administrator or designee will notify the owner of the property at least two weeks prior to the hearing date.

E. The Village Administrator or designee will attempt to notify all property owners located within 150 feet of the property at least two weeks prior to the public hearing.

F. A representative of the Village shall appear at the hearing before the Village Board to present the evidence of noncompliance. All other interested parties may also give testimony to the Village Board.

G. A written decision of the Village Board will be made and will be provided to the owner.

H. If a license is revoked, the owner may apply for a new license after a twelve-month revocation period, except as provided by §205-38C.(3).

R-19-26

**A RESOLUTION ADOPTING THE VILLAGE OF WILLIAMS BAY
2026 CAPITAL IMPROVEMENT PLAN (CIP)**

WHEREAS, the Finance and Personnel Committee reviewed the draft Capital Improvement Plan (CIP) as part of the Village's annual budget process; and

WHEREAS, the Village Board has reviewed the proposed revenues and the proposed capital expenditures for all purposes and has directed that the 2026 CIP be prepared accordingly; and

WHEREAS, the Finance and Personnel Committee reviewed the CIP on February 11, 2026 and recommended approval of the 2026 CIP.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Williams Bay, Wisconsin that the 2026 Capital Improvement Plan which is attached hereto (Exhibit A) as and made a part hereof, is hereby approved.

Passed and adopted this 16th day of February 2026.

VILLAGE OF WILLIAMS BAY:

Adam Jaramillo, Village President

ATTEST:

Tina Kolls, Village Clerk

EXHIBIT A:

Village of Williams Bay 2026 Capital Improvements Plan (CIP)

VILLAGE OF WILLIAMS BAY CAPITAL IMPROVEMENT PLAN

	2026-2031 ALL PROJECTS						
	2026	2027	2028	2029	2030	2031	Total
EST. BEGINNING FUND BALANCE							
FUNDING SOURCES							
FUTURE GO LEVY SUPPORTED	\$ 844,457	\$ 478,000	\$ 1,070,000	\$ 2,235,000	\$ 2,495,000	\$ 1,306,000	\$ 8,428,457
FUTURE WATER PROCEEDS	\$ 1,250,000	\$ 671,500	\$ 1,500,000		\$ 1,100,000	\$ 5,317,000	\$ 9,838,500
FUTURE SEWER PROCEEDS		\$ 311,000	\$ 600,000		\$ 851,000	\$ 2,175,000	\$ 3,937,000
LRIP SUPPORTED		\$ 700,000					\$ 700,000
TOURISM SUPPORTED			\$ 1,000,000	\$ 465,000	\$ 600,000		\$ 2,065,000
CW LOAN PROCEEDS							\$ -
SW LOAN PROCEEDS							\$ -
2022 BOND PROCEEDS	\$ 89,983						\$ 89,983
TOTAL SOURCES	\$ 2,184,440	\$ 2,160,500	\$ 4,170,000	\$ 2,700,000	\$ 5,046,000	\$ 8,798,000	\$ 25,058,940
TOTAL AVAILABLE FUNDS	<u>\$ 2,184,440</u>	<u>\$ 2,160,500</u>	<u>\$ 4,170,000</u>	<u>\$ 2,700,000</u>	<u>\$ 5,046,000</u>	<u>\$ 8,798,000</u>	
USES BY CATEGORY							
<u>Walworth Avenue WM</u>		\$ 596,500					\$ 596,500
<u>Well 2 Roof</u>		\$ 30,000					\$ 30,000
<u>Well 3 Roof</u>		\$ 30,000					\$ 30,000
<u>Building Tuckpointing</u>		\$ 15,000					\$ 15,000
<u>Elementary School Area Water Improvements</u>			\$ 1,500,000				\$ 1,500,000
<u>Loch Vista Water Main</u>					\$ 1,100,000		\$ 1,100,000
<u>Non Participating Funds - W Geneva St Water</u>						\$ 4,100,000	\$ 4,100,000
<u>Geneva Street - STH 67 Water</u>						\$ 617,000	\$ 617,000
<u>Geneva Street WM Replacement</u>						\$ 600,000	\$ 600,000
<u>Gravity Sewer Replacement</u>	\$ 1,250,000						\$ 1,250,000
<u>Walworth Avenue Sewer Repairs</u>		\$ 311,000					\$ 311,000
<u>Elementary School Area Sewer Improvements</u>			\$ 600,000				\$ 600,000
<u>Harris Road FM In Geneva St</u>					\$ 851,000		\$ 851,000
<u>Non Participating Funds - W Geneva St Sewer</u>						\$ 1,480,000	\$ 1,480,000
<u>W. Geneva Sewer Laterails (2031)</u>						\$ 695,000	\$ 695,000
<u>Bank Building Purchase and Repairs</u>	\$ 450,000						\$ 450,000
<u>DPW Plow Truck</u>	\$ 300,000						\$ 300,000
<u>Main and Emergency Entries</u>		\$ 125,000					\$ 125,000
<u>Squad Car</u>	\$ 90,000	\$ 95,000			\$ 95,000		\$ 280,000
<u>Mower</u>	\$ 32,000						\$ 32,000
<u>Utility Vehicle</u>	\$ 30,000						\$ 30,000
<u>Pine Tree Removal/Replacement</u>		\$ 30,000					\$ 30,000
<u>Library Carpet & Flooring</u>		\$ 17,000					\$ 17,000

Document Scanning	\$	15,000						\$	15,000					
PW Furnance Replacement	\$	12,000						\$	12,000					
Library Bathroom Updates			\$	6,000				\$	6,000					
Mobile Speed Board Signs	\$	5,440						\$	5,440					
Geneva St./Cedar Point Dr.						\$	2,400,000	\$	2,400,000					
Edgewater Park Playground Improvements			\$	150,000				\$	150,000					
DPW truck			\$	45,000				\$	45,000					
Lions Park Batting Cage Replacement					\$	35,000		\$	35,000					
Elementary School Area Street Improvements					\$	900,000		\$	900,000					
Lions Park Playground Expansion						\$	200,000	\$	200,000					
Chipper					\$	50,000		\$	50,000					
Geneva Street Bridge					\$	40,000		\$	40,000					
Library Exterior Painting					\$	20,000		\$	20,000					
Lions Park Concessions					\$	15,000		\$	15,000					
Parking Lot Improvements			\$	10,000				\$	10,000					
Library Breaker Panel					\$	10,000		\$	10,000					
Fire Station Renovations						\$	2,000,000	\$	2,000,000					
Landscaping Upgrades						\$	25,000	\$	25,000					
Squad Vests						\$	10,000	\$	10,000					
Non Participating Funds - W Geneva St General								\$	1,306,000					
Lions Park Combo Baseball/Softball Field								\$	-					
Removal of Theatre Rd Baseball Field								\$	-					
Pollinator Plots & Theatre Rd								\$	-					
Theatre Rd Tennis Court Lights								\$	-					
HVAC Upgrades Lions Field House								\$	-					
Hard Surface Parking @ Theatre								\$	-					
Theater Road Pathway				\$	1,000,000			\$	1,000,000					
Lions Park Walking Path						\$	65,000	\$	65,000					
East Beach Improvements						\$	200,000	\$	200,000					
Beachhouse Rehabilitation						\$	200,000	\$	200,000					
Boat Launch Parking Lot/Turn Around							\$	600,000	\$	600,000				
Walworth Ave Road			\$	700,000				\$	700,000					
TOTAL USES BY CATEGORY	\$	2,184,440	\$	2,160,500	\$	4,170,000	\$	2,700,000	\$	5,046,000	\$	8,798,000	\$	25,058,940
EST. ENDING FUND BALANCE	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		

R-20-26

**A RESOLUTION AUTHORIZING THE VILLAGE OF WILLIAMS BAY
2026 BORROWING PLAN FOR CAPITAL IMPROVEMENTS**

WHEREAS, the Finance and Personnel Committee reviewed the draft Capital Improvement Plan (CIP) as part of the Village's annual budget process; and

WHEREAS, the Village Board has reviewed the proposed revenues and the proposed capital expenditures for all purposes and directed that the 2026 CIP be prepared accordingly; and

WHEREAS, on February 11, 2026 the Finance and Personnel Committee reviewed the CIP and recommended approval of the 2026 CIP.

WHEREAS, on February 11, 2026 the Finance and Personnel Committee reviewed the borrowing necessary to fund the planned Capital Improvements and recommended approval of the 2026 Borrowing Plan.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Williams Bay, Wisconsin that the 2026 Borrowing Plan, as recommended by the Finance and Personnel Committee, which is attached hereto (Exhibit A) as and made a part hereof, is hereby authorized
Passed and adopted this 16th day of February 2026.

VILLAGE OF WILLIAMS BAY:

Adam Jaramillo, Village President

ATTEST:

Tina Kolls, Village Clerk

EXHIBIT A:

Village of Williams Bay 2026 Borrowing Plan

VILLAGE OF WILLIAMS BAY

HYPOTHETICAL LONG-TERM LEVY SUPPORTED FINANCING PLAN

LEVY YEAR	YEAR DUE	EXISTING LEVY SUPPORTED DEBT SERVICE	PRELIMINARY - 2026			PRELIMINARY - 2029			FUTURE LEVY SUPPORTED FINANCINGS (A) (B)	COMBINED LEVY SUPPORTED DEBT SERVICE	YEAR DUE
			\$2,395,000 GENERAL OBLIGATION PROMISSORY NOTES Dated: July 9, 2026 (First Interest: April 1, 2027)			\$6,040,000 GENERAL OBLIGATION PROMISSORY NOTES Dated: July 1, 2029 (First Interest: April 1, 2030)					
			PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) AVG= 5.00%	TOTAL	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) AVG= 5.00%	TOTAL			
2025	2026	\$853,312								\$853,312	2026
2026	2027	\$685,289	\$120,000	\$144,026	\$264,026					\$949,315	2027
2027	2028	\$691,951	\$250,000	\$107,500	\$357,500					\$1,049,451	2028
2028	2029	\$746,855	\$305,000	\$93,625	\$398,625					\$1,145,480	2029
2029	2030	\$742,368	\$45,000	\$84,875	\$129,875		\$377,500	\$377,500		\$1,249,743	2030
2030	2031	\$742,361	\$70,000	\$82,000	\$152,000	\$155,000	\$298,125	\$453,125		\$1,347,486	2031
2031	2032	\$574,872	\$75,000	\$78,375	\$153,375	\$205,000	\$289,125	\$494,125	\$227,375	\$1,449,747	2032
2032	2033	\$413,515	\$75,000	\$74,625	\$149,625	\$215,000	\$278,625	\$493,625	\$489,625	\$1,546,390	2033
2033	2034	\$416,432	\$80,000	\$70,750	\$150,750	\$230,000	\$267,500	\$497,500	\$531,000	\$1,595,682	2034
2034	2035	\$414,404	\$85,000	\$66,625	\$151,625	\$240,000	\$255,750	\$495,750	\$537,750	\$1,599,529	2035
2035	2036	\$415,610	\$90,000	\$62,250	\$152,250	\$250,000	\$243,500	\$493,500	\$536,000	\$1,597,360	2036
2036	2037	\$415,573	\$95,000	\$57,625	\$152,625	\$265,000	\$230,625	\$495,625	\$536,000	\$1,599,823	2037
2037	2038	\$211,000	\$100,000	\$52,750	\$152,750	\$280,000	\$217,000	\$497,000	\$737,625	\$1,598,375	2038
2038	2039	\$213,760	\$105,000	\$47,625	\$152,625	\$295,000	\$202,625	\$497,625	\$735,750	\$1,599,760	2039
2039	2040	\$211,220	\$110,000	\$42,250	\$152,250	\$310,000	\$187,500	\$497,500	\$735,375	\$1,596,345	2040
2040	2041	\$212,400	\$115,000	\$36,625	\$151,625	\$325,000	\$171,625	\$496,625	\$736,500	\$1,597,150	2041
2041	2042	\$214,200	\$120,000	\$30,750	\$150,750	\$340,000	\$155,000	\$495,000	\$739,125	\$1,599,075	2042
2042	2043		\$130,000	\$24,500	\$154,500	\$360,000	\$137,500	\$497,500	\$943,125	\$1,595,125	2043
2043	2044		\$135,000	\$17,875	\$152,875	\$375,000	\$119,125	\$494,125	\$948,250	\$1,595,250	2044
2044	2045		\$140,000	\$11,000	\$151,000	\$395,000	\$99,875	\$494,875	\$949,500	\$1,595,375	2045
2045	2046		\$150,000	\$3,750	\$153,750	\$415,000	\$79,625	\$494,625	\$947,125	\$1,595,500	2046
2046	2047					\$440,000	\$58,250	\$498,250	\$1,097,375	\$1,595,625	2047
2047	2048					\$460,000	\$35,750	\$495,750	\$1,100,000	\$1,595,750	2048
2048	2049					\$485,000	\$12,125	\$497,125	\$1,098,750	\$1,595,875	2049
2049	2050								\$1,596,000	\$1,596,000	2050
		\$8,175,122	\$2,395,000	\$1,189,401	\$3,584,401	\$6,040,000	\$3,716,750	\$9,756,750	\$15,222,250	\$36,738,523	

Note: Levy supported debt only. Enterprise supported debt is not shown in this illustration.

(A) Assumes \$2,000,000 issued every-other-year beginning in 2031. Assumes 20-year repayment using planning interest rates of 5.00%.

(B) This information is provided for information purposes only. It does not recommend any future issuances and is not intended to be, and should not be regarded as, advice.

Robert W. Baird & Co. Incorporated ("Baird") is not recommending any action to you. Baird is not acting as an advisor to you and does not owe you a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934. Baird is acting for its own interests. You should discuss the information contained herein with any and all internal or external advisors and experts you deem appropriate before acting on the information. Baird seeks to serve as an underwriter (or placement agent) on a future transaction and not as a financial advisor or municipal advisor. The primary role of an underwriter (or placement agent) is to purchase, or arrangement for the placement of, securities in an arm's length commercial transaction with the issuer, and it has financial and other interests that differ from those of the issuer. The information provided is for discussion purposes only, in seeking to serve as underwriter (or placement agent). See "Important Disclosures" contained herein.

IMPORTANT DISCLOSURES

Robert W. Baird & Co. Incorporated ("Baird") is not recommending that you take or not take any action. Baird is not acting as financial advisor or municipal advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information contained herein and/or accompanying materials (collectively, the "Materials"). Baird is acting for its own interests. You should discuss the Materials with any and all internal or external advisors and experts that you deem appropriate before acting on the Materials.

Baird seeks to serve as underwriter in connection with a possible issuance of municipal securities you may be considering and not as financial advisor or municipal advisor. Baird is providing the Materials for discussion purposes only, in anticipation of being engaged to serve as underwriter (or placement agent).

The role of an underwriter includes the following: Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors. An underwriter's primary role is to purchase the proposed securities to be issued with a view to distribution in an arm's length commercial transaction with the issuer. An underwriter has financial and other interests that differ from those of the issuer. An underwriter may provide advice to the issuer concerning the structure, timing, terms, and other similar matters for an issuance of municipal securities. Any such advice, however, would be provided in the context of serving as an underwriter and not as municipal advisor, financial advisor or fiduciary. Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the issuer under the federal securities laws and is therefore not required by federal law to act in the best interests of the issuer without regard to its own financial or other interests. An underwriter has a duty to purchase securities from the issuer at a fair and reasonable price but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable. An underwriter will review the official statement (if any) applicable to the proposed issuance in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the proposed issuance.

The Materials do not include any proposals, recommendations or suggestions that you take or refrain from taking any action with regard to an issuance of municipal securities and are not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 or Rule 15Ba1-1 thereunder. The Materials are intended to provide information of a factual, objective or educational nature, as well as general information about Baird (including its Public Finance unit) and its experience, qualifications and capabilities.

Any information or estimates contained in the Materials are based on publicly available data, including information about recent transactions believed to be comparable, and Baird's experience, and are subject to change without notice. Baird has not independently verified the accuracy of such data. Interested parties are advised to contact Baird for more information.

If you have any questions or concerns about the above disclosures, please contact Baird Public Finance.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that the Materials do not constitute tax advice and shall not be used for the purpose of (i) avoiding tax penalties or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

RESOLUTION R-21-26

**A RESOLUTION APPROVING THE
VILLAGE FEE SCHEDULE FOR YEAR 2026**

WHEREAS, the Village of Williams Bay Village Board, Walworth County, State of Wisconsin has determined that it is prudent that fees be regularly reviewed on an annual basis for cost effectiveness, amended from time to time; and

WHEREAS, the Village of Williams Bay desires to not reference specific dollar amounts within the Village Ordinances and instead, provides a Resolution setting fees for passage; and

WHEREAS, on June 16, 2025, the Village of Williams Bay most recently adopted the amended Village Fees Schedule; and

WHEREAS, on February 11, 2026, the Finance and Personnel Committee recommended approval of the 2026 Fee Schedule (attached "Exhibit A")

THEREFORE, BE IT RESOLVED that the Village of Williams Bay, Walworth County, Wisconsin by this resolution approves the Village fee schedule for year 2026 as attached "Exhibit A".

Approved by the Village Board of the Village of Williams Bay this 16th day of February 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, President

Attest: _____
Tina Kolls, Clerk

EXHIBIT A
Village of Williams Bay
Fee Schedule for Year 2026
(Attached Following Pages)

**Village of Williams Bay**

6/2/2025 DRAFT 02/11/2026

Fees are changed by resolution of the Village Board of the Village of Williams Bay.

FINANCE AND TAXATION

Fee Type	Fee	Resolution	Chapter	Proposed Increase	% for 2026
Room Tax Permit	\$25	R-9-18	46	\$35.00	40%

ALARM SYSTEMS

Fee Type	Fee	Resolution	Chapter	Proposed Increase	% for 2026
Alarm Permit	\$10 annually	R-8-21	125	\$13.00	25%

ALCOHOL BEVERAGES

Fee Type	Fee	Resolution	Chapter	Proposed Increase	% for 2026
Alcohol Beverages - "Class A" intoxicating liquor	\$500 per year	R-8-21	128	No Change	25%
Alcohol Beverages - "Class B" intoxicating liquor	\$500 per year	R-8-21	128	No Change	25%
Alcohol Beverages - "Class A" fermented malt beverage	\$25 per year	R-8-21	128	No Change	25%
Alcohol Beverages - "Class B" fermented malt beverage	\$100 per year	R-8-21	128	No Change	25%
Class "B" picnic	\$10 per license	R-8-21	128	No Change	25%
Reserve "Class B"	\$10,000 for initial issuance or \$500 if a bona fide club or lodge situated and incorporated in the state for at least six years. After initial issuance, \$500 per year	R-8-21	128	No Change	25%
Class "C" wine license	\$100 per year	R-8-21	128	No Change	25%
Publication fee	\$50	R-8-21	128	No Change	25%
Operator's license	\$40 per two years	R-8-21	128	\$50.00	25%
Provisional operator license	\$15	R-9-21	128	\$19.00	25%
Temporary operator license	\$10	R-9-21	128	\$13.00	25%

AMUSEMENTS

Fee Type	Fee	Resolution	Chapter	Proposed Increase	% for 2026
Amusement permit	\$5	R-8-21	132	\$7.00	25%

ANIMALS

Fee Type	Fee	Resolution	Chapter	Proposed Increase	% for 2026
Dog License fees - Altered (spayed/neutered) dog	\$15	R-8-21	136	\$19.00	25%
Dog license fees - Unaltered dog	\$30	R-8-21	136	\$38.00	25%
Kennel license (under 174.053(1), Wis. Stats.	\$35	R-8-21	136	\$44.00	25%
Late dog license fee - April 1st or later	\$5	R-8-21	136	\$7.00	25%
boarded	\$10	R-8-21	136	\$13.00	25%

BICYCLES AND PLAY VEHICLES

Fee Type	Fee	Resolution	Chapter	Proposed Increase	% for 2026
Bicycle registration fee	\$2	R-8-21	145	\$2.50	25%

CIGARETTES AND TOBACCO PRODUCTS

Fee Type	Fee	Resolution	Chapter	Proposed Increase	% for 2026
Cigarette/tobacco license	\$100	R-8-21	164	No Change	25%

EXPLOSIVES

Fee Type	Fee	Resolution	Chapter	Proposed Increase	% for 2026
Explosives - license fee	\$10 annually	R-8-21	182	\$12.50	25%
Explosives - Fee per tree blasted	\$1	R-8-21	182	\$1.25	25%
Explosives - More than one charge of explosive	\$1 for each charge	R-8-21	182	\$1.25	25%
Fireworks	\$100	R-15-22	264	\$120.00	20%

HOUSING STANDARDS AND RENTAL PROPERTY

Fee Type	Fee	Resolution	Chapter	Proposed Increase	% for 2026
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**Village of Williams Bay**

6/2/2025 DRAFT 02/11/2026

Fees are changed by resolution of the Village Board of the Village of Williams Bay.

Property Registration	\$10 per building			R-12-18	205	\$14.00	40%
Initial Inspection Fee	\$75 per unit			R-12-18	205	\$105.00	40%
Reinspection Fee	\$150 per unit			R-12-18	205	\$210.00	40%
Voluntary inspection Fee	\$90 per unit			R-12-18	205	\$126.00	40%

MOBILE HOMES, RECREATIONAL AND COMMERCIAL MOTOR VEHICLES AND TENTS

Fee Type	Fee			Resolution	Chapter		
Mobile home park license or renewal	\$2 for each space			R-8-21	242	\$2.50	25%
Mobile home park license transfer	\$10 each transfer			R-8-21	242	\$12.50	25%

NUISANCES

Fee Type	Fee			Resolution	Chapter		
Noxious Weed Removal	\$200/hour or fraction thereof and \$100 for the next half hour or fraction			R-8-21	253	\$250/hour or fraction thereof	25%

Peace & Good Order

Fee Type	Fee			Resolution	Chapter		
Edgewater Rental Deposit (non-profit Williams Bay organizations only)	\$500 refundable deposit			R-8-21	264	\$625.00	25%
Lions Field House - Resident homeowner	\$200			R-9-21	264	\$250.00	25%
Lions Field House - Resident renter	\$200 + \$500 refundable damage deposit			R-9-21	264	\$250 plus \$625 ref	25%

PUBLIC WATER AND BEACHES

		Weekl			Resolution	Chapter		
		Daily	y	Annual				
Commercial Use of Boat Launch Area		\$13.00	NA	\$130.00	2025-07	281	No Change - Incr	No Chan
Commercial Watercraft Non-Powered		\$19.00	NA	\$190.00	2025-07	281	No Change - Incr	No Chan
Commercial Watercraft Powered 19' 11" or less		\$35.00	NA	\$350.00	2025-07	281	No Change - Incr	No Chan
20' to 25' 11"		\$41.00	NA	\$410.00	2025-07	281	No Change - Incr	No Chan
26' or greater								
Commercial Vehicle use of launch with trailer		\$13.00	NA	\$130.00	2025-07	281	No Change - Increased 20	
Trailer 19' 11" or less		\$19.00	NA	\$190.00	2025-07	281	No Change - Increased 20	
Trailer 20' to 25' 11"		\$35.00	NA	\$350.00	2025-07	281	No Change - Increased 20	
Trailer 26' or greater		\$41.00	NA	\$410.00	2025-07	281	No Change - Increased 20	
Commercial Vehicle only		\$19.00	NA	\$190.00	2025-07	281	No Change - Increased 20	
Commercial use of launch exceeding 20 minutes	\$ 20.00 per 1/2 hour		NA	NA	2025-07	281	No Change - Increased 20	
Overnight Mooring of watercraft (e.g barge) on Village Property/Shoreline	\$30	\$150			2025-07		No Change - Increased 20	
Fishing Tournament fees:					R-3-18	281		
1 to 10 boats	\$25 flat fee plus launch fee for each boat		effective 1/1/23		R-27-22	281	\$100.00	400%
11 to 25 boats	\$75 flat fee plus launch fee for each boat		effective 1/1/23		R-27-22	281	\$150.00	200%
26 to 50 boats	\$250 flat fee plus launch fee for each boat		effective 1/1/23		R-27-22	281	\$500.00	200%
51 or more boats	Fee determined on a case by case basis - Need approval of Village Board		effective 1/1/23		R-27-22	281		20%
Waterway Markers	\$7 each				R-9-21	281	\$14.00	200%
Beach Tags (kids 5 and under free)								
Resident (limited to those living in household)	\$5 each		effective 1/1/23		R-27-22	N/A	\$6.00	20%
Non-Resident:					R-4-19	N/A		
Children (Age 6-11)	\$50 each				R-4-19	N/A	\$68.00	35%
Adult (Age 12 and up)	\$70 each				R-4-19	N/A	\$95.00	

**Village of Williams Bay**

6/2/2025 DRAFT 02/11/2026

Fees are changed by resolution of the Village Board of the Village of Williams Bay.

Family	\$180 each, up to 4 tags			R-4-19	N/A	\$243.00	35%
Non-Resident students of Williams Bay School District and Faith Christian Schools	\$25 each			R-4-19	N/A	\$34.00	
Lost Tags	\$25 each			R-4-19	N/A	\$34.00	35%
							35%
Guest Pass (<i>Residents only</i>)	\$10 each; limit 3 per household			R-4-22	N/A	\$12.00	20%
Daily Fees (kids 5 and under free)							
Daily passes purchased at beach				R-4-19	N/A		
Children (Ages 6-11)	\$5			R-4-19	N/A	\$7.00	35%
Adult (Age 12 and up)	\$10			R-4-22	N/A	\$14.00	35%
Parking pass (<i>Residents only</i>)	\$3 each; limit 3 per household	effective 1/1/23		R-27-22	N/A		
Annual Boat slip lease							
Municipal slip	\$2,498.00			R-XX-26	N/A	\$2,498.00	SR - App
24' slip	\$2,789.00			R-XX-26	N/A	\$2,789.00	SR - App
26' slip	\$2,995.00			R-XX-26	N/A	\$2,995.00	SR - App
28' slip	\$3,092.00			R-XX-26	N/A	\$3,092.00	SR - App
Boat lift installation	\$300.00			R-XX-26	N/A	\$300.00	SR - App
Boat lift removal	\$300.00			R-XX-26	N/A	\$300.00	SR - App
Boat lift storage	\$230.00			R-XX-26	N/A	\$230.00	SR - App
Municipal Ramp	\$380.00			R-XX-26	N/A	\$380.00	SR - App
Municipal Rack	\$150.00			R-XX-26	N/A	\$150.00	SR - App
Annual Horvath Storage	\$759.60			R-4-19	N/A	\$1,030.00	35%
Launch Fees-Resident	Daily	Annual					
Non-Motorized (West Launch)	\$2	\$20.00		R-39-25	N/A		
Non-Motorized (East Launch)	\$13.00	\$130.00		R-39-25	N/A		
19'11" or less	\$19.00	\$190.00		R-39-25	N/A		
20' to 25'11"	\$23.00	\$230.00		R-39-25	N/A		
26' or greater	\$27	\$270.00		R-39-25	N/A		
Launch Fees- Non Resident	Daily	Annual					
Non-Motorized (West Launch)	\$2	\$20.00		R-39-25	N/A		
Non-Motorized (East Launch)	\$13.00	\$130.00		R-39-25	N/A		
19'11" or less	\$19.00	\$190.00		R-39-25	N/A		
20' to 25'11"	\$35.00	\$350.00		R-39-25	N/A		
26' or greater	\$41.00	\$410.00		R-39-25	N/A		
Kayak and Paddleboard rental fees							
<u>Resident Rates</u>							
Kayak Tandem - 1 hour	\$20			R-7-22	N/A	\$26.00	30%
Kayak Tandem - 2 hours	\$40			R-7-22	N/A	\$52.00	30%
Kayak Tandem - 4 hours	\$55			R-7-22	N/A	\$72.00	30%
Kayak Tandem - Day	\$90			R-7-22	N/A	\$117.00	30%
Kayak Single - 1 hour	\$15			R-7-22	N/A	\$20.00	30%
Kayak Single - 2 hours	\$25			R-7-22	N/A	\$33.00	30%
Kayak Single - 4 hours	\$45			R-7-22	N/A	\$59.00	30%
Kayak Single - Day	\$80			R-7-22	N/A	\$104.00	30%
Stand Up Paddle Board - 1 hour	\$15			R-7-22	N/A	\$20.00	30%
Stand Up Paddle Board - 2 hours	\$25			R-7-22	N/A	\$33.00	30%
Stand Up Paddle Board - 4 hours	\$45			R-7-22	N/A	\$59.00	30%
Stand Up Paddle Board - Day	\$80			R-7-22	N/A	\$104.00	30%
<u>Non- Resident Rates</u>							
Kayak Tandem - 1 hour	\$30			R-7-22	N/A	\$36.00	20%
Kayak Tandem - 2 hours	\$55			R-7-22	N/A	\$66.00	20%
Kayak Tandem - 4 hours	\$80			R-7-22	N/A	\$96.00	20%
Kayak Tandem - Day	\$130			R-7-22	N/A	\$156.00	20%

**Village of Williams Bay**

6/2/2025 DRAFT 02/11/2026

Fees are changed by resolution of the Village Board of the Village of Williams Bay.

Kayak Single - 1 hour	\$25			R-7-22	N/A	\$30.00	20%
Kayak Single - 2 hours	\$40			R-7-22	N/A	\$48.00	20%
Kayak Single - 4 hours	\$55			R-7-22	N/A	\$66.00	20%
Kayak Single - Day	\$105			R-7-22	N/A	\$126.00	20%
Stand Up Paddle Board - 1 hour	\$25			R-7-22	N/A	\$30.00	20%
Stand Up Paddle Board - 2 hours	\$40			R-7-22	N/A	\$48.00	20%
Stand Up Paddle Board - 4 hours	\$55			R-7-22	N/A	\$66.00	20%
Stand Up Paddle Board - Day	\$105			R-7-22	N/A	\$126.00	20%
Financial							
Photocopies Wis. Stats. 19.3 (3) (a)	\$.25 per side of page			R-11-19	N/A	\$0.30	20%
	\$2.00 for reports 5 pages or less; \$3.00 for 6-10 pages; \$4.00 for 11-15 pages, .25 pp thereafter			R-11-19	N/A	\$2.40 / \$3.60 / \$4.80	20%
Incident Reports				R-11-19	N/A		
Accident Reports	\$6.00 per report			R-11-19	N/A	\$4.80	20%
CD/DVD	\$5.00 per CD/\$10 per DVD			R-11-19	N/A	\$6 / \$3.60	20%
	\$2.00 each 3X5 / \$3.00 each 5X7 / \$5.00 each 8X10			R-11-19	N/A	\$2.40 / \$3.60	20%
Photographs				R-11-19	N/A		
	\$20 per page for a transcript of a recording if transcription is required			R-11-19	N/A	\$24.00	20%
Transcription Fees				R-11-19	N/A		
Mailing Fees Wis. Stats. 19.35 (3) (d)	Actual, Necessary, and Direct Cost			R-11-19	N/A		
	Actual current hourly rate of employee locating record, if in excess of \$50			R-11-19	N/A		
Locating Fees Wis.Stats. 19.35(3) (c)				R-11-19	N/A		
Special Assessment Letters	\$40.00			R-8-18	N/A	\$48.00	20%
Return Check Fee	\$35.00			R-8-18	N/A	\$42.00	20%
STREETS AND SIDEWALKS							
Fee Type	Fee			Resolution	Chapter		
Snow Removal	\$200/hour or fraction thereof and \$100			R-8-18	314	\$240/\$100	20%
Street Opening Permit	\$50 each opening			R-9-21	314	\$60.00	20%
TRANSIENT MERCHANTS							
Fee Type	Fee			Resolution	Chapter		
Peddlers & Transient Merchant Registration Fee	\$50 Non Refundable			R-8-21	327	\$68.00	35%
VEHICLES, ABANDONED AND JUNKED							
Fee Type	Fee			Resolution	Chapter		
Abandoned and junked vehicles - Retained vehicle via	\$10 per day			R-8-21	342	\$14.00	35%
Abandoned and junked vehicles - List of vehicles to be	\$10			R-8-21	342	\$14.00	35%
Abandoned and junked vehicles - Fee to offset towing	\$10			R-8-21	342	\$14.00	35%
VEHICLES AND TRAFFIC							
Fee Type	Fee			Resolution	Chapter		
Snowmobile renter's license application fee	\$25			R-8-21	345	\$34.00	35%
Motor-driven cycles rental license fee - Four or fewer	\$50			R-8-21	345	\$68.00	35%
Motor-driven cycles rental license fee - More than four	\$100			R-8-21	345	\$135.00	35%
Motor-driven cycles rental license fee - Nine or more	\$125			R-8-21	345	\$169.00	35%
BUILDING CONSTRUCTION							
Fee Type	Fee			Resolution	Chapter		
RESIDENTIAL BUILDING (1 and 2 FAMILY)							
	Minimum \$70			R-20-22	153	No Change	40%
1. New Construction	\$0.34 per square ft.			R-20-22	153	No Change	40%
2. Additions	\$0.34 per square foot			R-20-22	153	No Change	40%
3. Remodels, repairs, alterations	\$8 per \$1000 valuation			R-20-22	153	No Change	40%
4. Accessory Structures	\$0.27 per square foot			R-20-22	153	No Change	40%
5. Decks	\$120			R-20-22	153	No Change	40%
6. Pools, above ground	\$100			R-20-22	153	No Change	40%
7. Pools, in ground	\$150			R-20-22	153	No Change	20%
8. Siding	\$72			R-20-22	153	No Change	20%
9. Re-roof	\$72			R-20-22	153	No Change	20%

**Village of Williams Bay**

6/2/2025 DRAFT 02/11/2026

Fees are changed by resolution of the Village Board of the Village of Williams Bay.

10. Re-inspection	\$75 per inspection	R-20-22	153	No Change	
11. Early start permit	\$180.00	R-20-22	153	No Change	20%
12. Occupancy Permit	\$85.00	R-20-22	153	No Change	20%
13. Temporary Occupancy Permit	\$96.00	R-20-22	153	No Change	20%
14. WI UDC Decal	\$43.00	R-20-22	153	No Change	20%
15. Raze/Demolition	\$120 plus \$0.07 per square foot (may be waived if condemned)	R-20-22	153	No Change	
16. Moving of buildings	\$190 plus \$0.07 per square foot	R-20-22	153	No Change	20%
17. Permit to begin construction of footings and foundations	\$192	R-20-22	153	No Change	20%
18. All other buildings where square footage cannot be determined	\$11 per \$1,000 valuation	R-20-22	153	No Change	20%
COMMERCIAL BUILDINGS – ALL NON-RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL					
1. New Construction	New Residential: \$0.34 per square foot	R-20-22	153	No Change	
	New Business: \$0.31 per square foot	R-20-22	153	No Change	
	New Manufacturing/industrial: \$0.21 per square foot	R-20-22	153	No Change	
2. New Construction, Agricultural	\$0.28 per square foot	R-20-22	153	No Change	
3. Additions	\$0.31 per square foot	R-20-22	153	No Change	
4. Remodel (Levels 1 and 2) Up to \$10,000 cost)	\$8 per \$1,000 valuation	R-20-22	153	No Change	
5. Remodel (Level 3)	\$0.34	R-20-22	153	No Change	
6. Re-roof	\$120	R-20-22	153	No Change	
7. Re-inspection	\$75 per inspection	R-20-22	153	No Change	
8. Early start permit	\$252	R-20-22	153	No Change	
9. Occupancy Permit	Commercial: \$190 per unit	R-20-22	153	No Change	
	Industrial, Institutional: \$180 per unit	R-20-22	153	No Change	
10. Temporary Occupancy Permit	\$192.00	R-20-22	153	No Change	
11. Raze/Demolition	\$100 plus \$0.07 per square foot	R-20-22	153	No Change	
12. Moving	\$175 plus \$0.07 per square foot	R-20-22	153	No Change	
13. All other buildings where square footage cannot be determined	\$11 per \$1,000 valuation	R-20-22	153	No Change	
14. Commercial and Industrial exhaust hoods and systems	\$132	R-20-22	153	No Change	
15. Fuel Tanks	Installation: \$8 per 1,000 gallons	R-20-22	153	No Change	
	Removal, repairs, alterations: \$100 per tank	R-20-22	153	No Change	
LAND DISTURBANCE AND EROSION CONTROL					
1. 1 and 2 Family Residences	\$156	R-20-22	153	\$156.00	
	\$192 for 1 st 15,000 sq ft, \$15/1000 square feet up to 1 acre	R-20-22	153		
2. Multi-family Residences	\$192 for 1 st 15,000 sq ft, \$15/1000 square feet up to 1 acre	R-20-22	153		
3. Commercial, Industrial		R-20-22	153		
4. Accessory Buildings	\$120	R-20-22	153	\$120.00	
5. Decks, patios, retaining walls, pools	\$120	R-20-22	153	\$120.00	
6. Additions	\$120	R-20-22	153	\$120.00	
PLAN REVIEW FEES					
1. 1 and 2 Family Residence	\$240	R-20-22	153	No Change	
2. 1 and 2 Family Addition	\$102	R-20-22	153	No Change	
3. 1 and 2 Family Alteration	\$78	R-20-22	153	No Change	
4. Multi-Family Residence	\$270 plus \$43 per unit	R-20-22	153	No Change	
5. Commercial/Industrial New, Alteration or Addition	any state review is per SBD 118	R-20-22	153	No Change	
6. Accessory Building over 120 square feet	\$90	R-20-22	153	No Change	
7. Decks	\$67	R-20-22	153	No Change	
8. Swimming pools	\$120	R-20-22	153	No Change	



Village of Williams Bay

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9. Mechanical Plans	\$84 per page	R-20-22	153	No Change
10. Revisions	\$84 per page	R-20-22	153	No Change

ELECTRICAL

1. New Building	\$90 base fee plus \$0.10 per square foot	R-20-22	153	No Change
2. Service Upgrades, Rewire, Temp	\$90	R-20-22	153	No Change
3. Generator, Transfer Switch	\$120	R-20-22	153	No Change
4. Remodel, Replacement	\$90 base fee plus \$0.10 per square foot	R-20-22	153	No Change
5. Commercial, Level 2 alteration	\$90 base fee plus \$0.10 per square foot	R-20-22	153	No Change
6. Commercial, Level 3 Alteration	\$90 base fee plus \$0.10 per square foot	R-20-22	153	No Change
7. Replacement	\$90	R-20-22	153	No Change

HVAC

1, New Building	\$90 base fee plus \$0.10 per square foot	R-20-22	153	No Change
2. Commercial Level 2 Alteration	\$90 base fee plus \$0.10 per square foot	R-20-22	153	No Change
3. Commercial Level 3 Alteration	\$90 base fee plus \$0.10 per square foot	R-20-22	153	No Change
4. Replacement	\$90.00	R-20-22	153	No Change

OTHER NOTES

Special Inspections, complaints, pre-existing permits, others	Hourly Rate, one hour minimum	R-20-22	153	No Change
Failure to obtain permit before starting work	Double fee	R-20-22	153	No Change
	Include all floor levels, crawl spaces, basements, decks and porches, based on outside dimensions. Building Inspector responsible for final calculations	R-20-22	153	No Change
Determining Square Footage	\$60	R-20-22	153	No Change
Failure to call for final inspection	\$50/ for 1-5 trees, and\$10/tree above that OR \$250 donation to Friends of Kishwauketoe for each tree not being replaced	R-20-22	153	No Change
Tree Permit		R-15-22	331	No Change

PLUMBING STANDARDS

Fee Type	Fee	Resolution	Chapter	
PLUMBING				
1. New Building	\$90 base fee, plus 0.14 per square foot	R-20-22	270	No Change
2. Sanitary Building Sewer	\$90 1 st 100 feet and \$0.05 per foot thereafter	R-20-22	270	No Change
3. Storm Building Sewer	\$90 1 st 100 feet and \$0.05 per foot thereafter	R-20-22	270	No Change
4. Manholes/Catch Basins	\$90 each	R-20-22	270	No Change
5. Water Service	\$75 1 st 100 feet and \$0.35 per foot thereafter	R-20-22	270	No Change
6. Fire Sprinkler System	\$95 base fee, plus \$0.05 per square foot thereafter	R-20-22	270	No Change
7. Replacement	\$90.00	R-20-22	270	No Change
Plumbing Permit - Connection to sanitary sewer	\$500 plus Walcomet charges	R-8-21	270	No Change

LAND DIVISION

Fee Type	Fee	Resolution	Chapter	
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Village of Williams Bay

6/2/2025 DRAFT 02/11/2026

Fees are changed by resolution of the Village Board of the Village of Williams Bay.

Subdivider fee in lieu of planting street trees	\$100			R-8-21	375	\$100.00
Reapplication fee for any preliminary plat previously	\$200			R-8-21	375	\$200.00
Reapplication fee for any final plat previously reviewed	\$200			R-8-21	375	\$200.00

ZONING

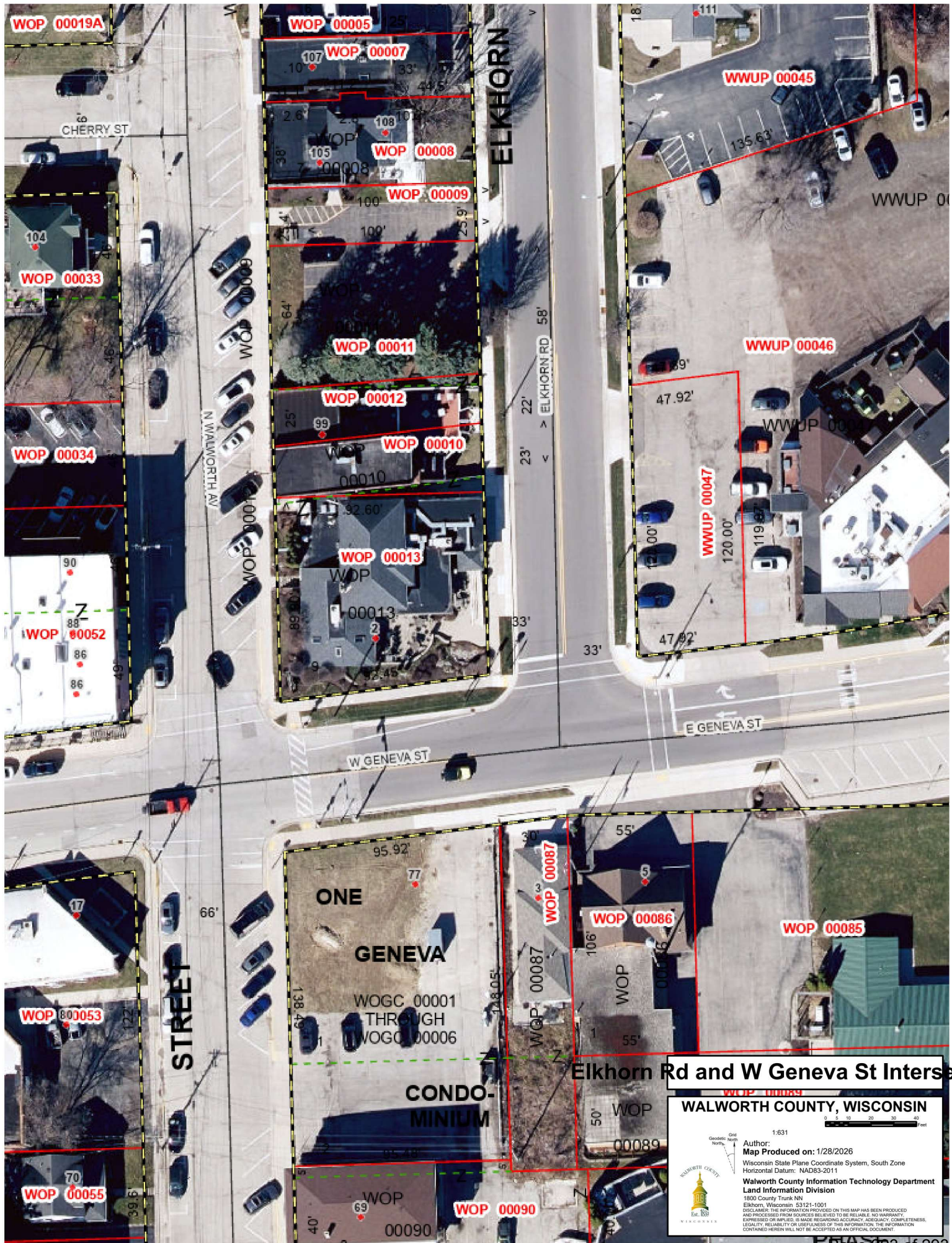
Fee Type	Fee			Resolution	Chapter	
Residential Principal Use - Single Family	\$175			R-5-18	390	\$175.00
Residential Principal Use - Two Family	\$175			R-5-18	390	\$175.00
Residential Principal Use - Multiple Family/Condos	\$225 plus \$20/unit			R-5-18	390	
Residential Accessory Use	\$75			R-5-18	390	\$75.00
Residential Addition/Alteration	\$75			R-5-18	390	\$75.00
Residential Deck	\$75			R-5-18	390	\$75.00
Swimming Pool	\$100			R-5-18	390	\$100.00
Commercial, Business, Institutional & Industrial Principal	\$150			R-5-18	390	\$150.00
Commercial, Business, Institutional & Industrial Addition	\$100			R-5-18	390	\$100.00
Telecommunication Towers	\$100			R-5-18	390	\$100.00
Signs - New	\$150			R-5-18	390	\$150.00
Signs - Refacing	\$75			R-5-18	390	\$75.00
Fences	\$75			R-5-18	390	\$75.00
Written Zoning Verification	\$75			R-5-18	390	\$75.00
Permit Revision Fee	\$50			R-5-18	390	\$50.00
Certified Survey Map	\$200 plus \$20/lot			R-5-18	390	
Preliminary Plat	\$200 plus \$20/lot			R-5-18	390	
Final Plat	\$100 plus \$10/lot			R-5-18	390	
Planned Development	\$500			R-5-18	390	\$500.00
Interpretation	\$200			R-5-18	390	\$200.00
Certificate of Compliance	\$200			R-5-18	390	\$200.00
Temporary Use Permit	\$200			R-5-18	390	\$200.00
Project Concept Review	\$200			R-5-18	390	\$200.00
Site Plan Review	\$200 plus .04/sf floor area			R-5-18	390	
Zoning Map/Text Amendment	\$500			R-5-18	390	\$500.00
Conditional Use Permit	\$500			R-5-18	390	\$500.00
Variance	\$500			R-5-18	390	\$500.00
Appeal	\$500			R-5-18	390	\$500.00
Land Use Plan Amendment	\$500			R-5-18	390	\$500.00
Tourist Rooming House Permit	\$450		effective 1/1/23	R-28-22	390	\$450.00

Fire/EMS Department

Fee Type	Fee			Resolution	Chapter	
Resident						
BLS Transport	\$1500/\$20 per mile			R-94-24	174-2	No Change
ALS Transport	\$1500/\$20 per mile			R-94-24	174-2	No Change
Non-Transport	No Fee			R-94-24	174-2	No Change
Non-Resident						
BLS Transport	\$1500/\$20 per mile			R-94-24	174-2	No Change
ALS Transport	\$1500/\$20 per mile			R-94-24	174-2	No Change
BLS Non-Transport	\$200.00			R-94-24	174-2	No Change
ALS Non-Transport	\$400.00			R-94-24	174-2	No Change
Paramedic Intercept						
ALS Transport	\$500.00			R-94-24	174-2	No Change
Non-Transport - Cardiac Arrest	\$500.00			R-94-24	174-2	No Change
Repeat Non-Transport Fees						
Up to Three Per Year	Standard Fees			R-94-24	174-2	No Change
4th Response	\$200.00			R-94-24	174-2	No Change
5th Response & Above	\$400.00			R-94-24	174-2	No Change
2024 Standby Fees						
One Apparatus - Up to 8 Hours	\$500.00			R-94-24	174-2	No Change
Paramedic Per Hour	\$46.00			R-94-24	174-2	No Change
Firefighter/EMT Per Hour	\$38.00			R-94-24	174-2	No Change

In the past year, the Streets and Highway Committee has been asked to consider the safety and logic of our downtown intersection at the bend of Highway 67. We have also found many comments and concerns in the 2022 WBBA survey. Currently it is a 3-way intersection with right-of-way for east-bound traffic. Here is a summary of concerns and solutions that we hear.

CONCERN	SUGGESTED SOLUTION
Left-turning vehicle from Elkhorn Rd onto E Geneva St have obstructed view when there is a vehicle in the right lane	Eliminate the right turn lane on Elkhorn Rd
West-bound traffic at the stop sign doesn't know the intention of east-bound traffic	Make east-bound 67 two lanes at the intersection, one straight and one left-turn only
East-bound traffic is undelineated and pavement lacks lane markers	Paint traffic restrictions on the pavement and designate a left turn lane
General confusion for drivers and a dangerous intersection for pedestrians and bicyclists	Put in a 3-way stop
	Put in a traffic light



Elkhorn Rd and W Geneva St Intersection

WALWORTH COUNTY, WISCONSIN



1:631

Geodetic North

Author:
Map Produced on: 1/28/2026
Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011
Walworth County Information Technology Department
Land Information Division
1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001

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